



	Approved	Denied
Date Action Taken:	4/9/07	
Other:		
Verified by:	K. Smith	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-16

TITLE: CONTRACT AMENDMENT TO HATTENBURG, DILLEY, AND LINNELL IN THE AMOUNT OF \$12,000 FOR AIRPORT APRON PHASE 1 C DESIGN SERVICES.

Agenda of: April 9, 2007
 Originator: Public Works Director

Date: March 28, 2007

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 3/28/07
X	Finance, Risk Management & MIS Director Purchasing	<i>Dianne M. Keller</i> 3-29-07
X	Deputy Administrator Planning, Economic Development, Human Resources	
X	City Clerk	<i>K. Smith</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller* 3/30/07

FISCAL IMPACT: yes \$12,000 or no Funds Available yes no
 Account name/number: Apron Phase 1C-City/ 330-4379-437.45-07 \$300
 Apron Phase 1C-DOT/ 330-4379-437.45-08 \$300
 Apron Phase 1C-FAA/ 330-4379-437.45-09 \$11,400

Attachments: Contract

SUMMARY STATEMENT: The original contract was awarded by two council action memorandums, 1) AM 05-06 in the amount of \$90,000 to begin the project with City funding, and 2) AM 05-47 in the amount of \$173,158 with FAA funding; total original contract amount is \$263,158.

FAA provides up to 15 percent additional funding for work beyond the original scope. To date, one contract amendment has been executed by the Mayor, in the amount of \$27,000 in accordance with WMC 5.08.090. The original scope of work did not include the relocation of the AWOS, adjusting the apron size to meet budget, and the addition of lighting, pavement, markings, and signage for the taxiway extension.

This final contract amendment exceeds the Mayor's authority for total amendments greater than \$30,000. This contract amendment provides the final funding outlined in the HDL Engineering proposal dated June 6, 2006.

ACTION: Authorize the Mayor to execute a contract amendment with Hattenburg, Dilley, and Linnell in the amount of \$12,000 for Airport Apron Phase 1C engineering design services.

PROFESSIONAL SERVICES AGREEMENT



BETWEEN

CITY OF WASILLA

AND

HATTENBURG DILLEY & LINNELL (HDL)

WASILLA AIRPORT APRON PHASE 1C ENGINEERING SERVICES

THIS CONTRACT is made and entered into this 18th day of March, 2005 between the City of Wasilla and HATTENBURG DILLEY & LINNELL (HDL).

THIS CONTRACT is made without competitive bidding as professional services are to be provided.

SECTION 1. Definition. In this contract:

- A. The term "City" means the City of Wasilla, 290 E. Herning, Wasilla, Alaska 99654.
- B. The term "Consultant" means Hattenburg Dilley & Linnell (HDL).
- C. The term "Mayor" means the Mayor of the City of Wasilla or her authorized representative.

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

SECTION 3. Contract Services.

- A. The Consultant is to perform all services required to complete the project as set forth in Exhibit "A".

SECTION 4. Payment.

- A. In exchange for those professional services rendered under this agreement, the City shall pay the Consultant on the basis of hours worked and expenses incurred but for a total sum not

to exceed \$90,000 for initial services until the full amount can be authorized in the amount of \$263,158 when the FAA Grant Agreement is executed with the City.

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

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

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

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

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

SECTION 5. Documents and Data.

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

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

SECTION 6. Audits and Inspections. The Consultant will maintain accounting records, in accordance with generally accepted accounting procedures. These records will be available to the City during the Consultant's normal business hours for a period of one year after the Consultant's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The City may only audit accounting records applicable to a cost reimbursable type compensation.

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

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

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

SECTION 9. No Additional Work. No claim for additional services not specifically herein provided, done, or furnished by the Consultant shall be allowed by the City or the Mayor without prior written approval; provided, however, that the Consultant may at their own expense provide such other services as they may deem appropriate and consistent with the purposes and terms of this contract.

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

SECTION 11. Termination. This contract may be terminated by the City for any reason upon five (5) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished

reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement. This contract may also be terminated by the City pursuant to Section 7 above.

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

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

SECTION 14. Permits, Laws, and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this contract.

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

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

SECTION 17. Integration. This agreement and any appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

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

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

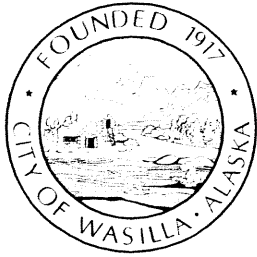
SECTION 20. Force Majeure. The Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control

EXHIBIT A

Professional Services Agreement For

WASILLA AIRPORT APRON PHASE 1C ENGINEERING SERVICES

Services to be provided by HATTENBURG DILLEY & LINNELL (HDL) shall be in conformance with the March 9, 2005 Fee Proposal for Design and Construction Administration Services, Apron Expansion Phase 1C and STOL Runway, Wasilla Municipal Airport, attached hereto, consisting of 22 pages.



CITY OF WASILLA

Public Works Department
290 East Herning Avenue, Wasilla, Alaska 99654-7091
Telephone (907) 373-9010 Fax (907) 373-9011

October 31, 2006

Mr. David Lundin, P.E.
Hattenburg Dilley & Linnell
3335 Arctic Blvd. Suite 100
Anchorage, Alaska 99503

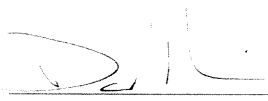
Regarding: Contract for Wasilla Airport Apron Phase 1C
Contract Amendment No. 1
for Additional Design Services

The following changes are hereby made to the Contract Documents:

SECTION 4. PAYMENT


A.1 In addition to the original contract amount, the City shall pay the consultant on the basis of hours worked and expenses incurred an amount not to exceed \$27,000.00 for continued design services as outlined in HDL proposal dated June 6, 2006.

The foregoing change (s) is (are) hereby ACCEPTED by:



Hattenburg Dilley & Linnell

Date: 10-31-06



Mayor Dianne M. Keller

Date: 11/2/06

June 6, 2006

File: 05-007

Archie Giddings, P.E.
Public Works Director
City of Wasilla
290 E. Herring Avenue
Wasilla, AK 99654

Re: Additional Costs Not Anticipated in the Contract
Construct Apron Improvements, Phase 1C – Wasilla Municipal Airport

Dear Mr. Giddings:

We have reviewed the budget required to complete the design services for the second bid package of Wasilla Airport Improvements, to include the primary airport access road and Taxiway B. As detailed on the attached spreadsheet, the cost for completion of the access road design, repackaging the Taxiway B design, preparation of specifications and project manual, cost estimating, and bidding and grant assistance is estimated to be \$40,000. There is approximately \$23,000 left in the original budget, less an outstanding invoice from EDC for \$9,365 for additional work. Therefore, we hereby request a budget amendment of \$27,000.

The additional funding is justified by three distinct items that have required substantially more effort than was anticipated in the original budget.

1. *AWOS Relocation.* Our fee proposal was based on an assumption that the AWOS relocation would be a simple procedure involving relocation of the existing AWOS facility approximately 100 feet to the northwest, out of the excavation area. We assumed that the existing power service for the facility was adequate and would not need to be improved. However, the FAA determined that the existing/proposed location was not acceptable. HDL performed a site study and determined an acceptable site. The FAA-selected site required extensive clearing, construction of a pad and access road, and lengthy extensions of both power and communication lines.

Further, the FAA desired to avoid a reimbursable agreement for the relocation of the existing equipment and instruments and directed HDL, with the City's approval, to provide a new AWOS facility to house the existing instruments. In exchange, the FAA would relocate the existing instruments at no cost. The design and coordination of the new facility required extensive time and effort to meet with FAA representatives, coordinate with FAA's preferred manufacturers, and to generate plans and specifications for the new AWOS facility, including three civil sheets, two electrical sheets, and a custom specification.

We estimate the cost of this work was approximately \$14,000.

Scott Hattenburg, PE

Lorie Dilley, PE/CPG

Dennis Linnell, PE

David Lundin, PE

2. *Apron Redesigns to Meet Budget.* Our fee proposal assumed that Apron Improvements Phase 1C would involve construction of a 700' x 700' apron to the northeast of Taxiway D. The size, layout, and earthwork quantities of the apron went through several iterations as the design was modified to fit within the available funding. Once the FAA was able to confirm the available grant amount, the apron area was reduced to 450' x 530'. Each redesign included conceptual parking layouts and preliminary electrical layouts and lighting design.

We estimate the cost of this work was approximately \$6,000.

3. *Final Design of Taxiway B.* Included in the original scope of work is the design of a gravel extension of Taxiway B. Per your request, lighting, pavement, markings, and signage for Taxiway B were added to the scope of this project, adding one civil sheet, four electrical sheets, additional specifications, cost estimating, and coordination.

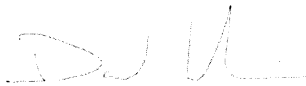
We estimate the cost of this work was approximately \$15,000.

The total of these three unanticipated work items is approximately \$35,000, as detailed on the attached worksheet. However, at this time we are only requesting an amendment for \$27,000 so that sufficient budget remains to complete the work.

Thank you for your consideration and please contact me if you have any questions regarding this matter.

Sincerely,

HATTENBURG DILLEY & LINNELL



David Lundin, P.E.
Project Manager

Attach: Proposed Budget Required to Finish Design
Worksheet of Additional Costs Not Anticipated in the Proposal

cc: Scott Hattenburg, P.E., HDL

Project: **Wasilla Airport: Construct Airport Access Road and Taxiway B Extension**

Engineer: HATTENBURG DILLEY & LINNELL

Budget Needed to Finish Design

Date Prepared: 06/05/06

TASK	ACTIVITY	QTY	RATE	LABOR	REIMB	SUB CONTR	SUB TOTAL	TOTAL
5.0	Final Design.....							\$29,084
	<u>Project Management & Coordination</u>						\$920	
	Project Manager	8 hrs	@ 115	920				
	<u>Final Plans</u>						\$12,720	
	Associate Engineer	24 hrs	@ 105	2,520				
	Staff Engineer/Designer	40 hrs	@ 75	3,000				
	Drafting Technician	80 hrs	@ 85	6,800				
	Reimbursables	1 Sum	@ 400		400			
	<u>Final Specifications</u>						\$3,400	
	Associate Engineer	24 hrs	@ 105	2,520				
	Clerical	16 hrs	@ 55	880				
	<u>Final Estimate</u>						\$2,670	
	Associate Engineer	4 hrs	@ 105	420				
	Staff Engineer/Designer	30 hrs	@ 75	2,250				
	<u>Electrical Engineering</u>						\$6,680	
	EDC	1 fee	@ 6,680	(See Attached)		6,680		
	<u>Safety Plan</u>						\$2,340	
	Associate Engineer	4 hrs	@ 105	420				
	Staff Engineer/Designer	12 hrs	@ 75	900				
	Drafting Technician	12 hrs	@ 85	1,020				
	Subtotal			21,650	400	6,680		28,730
	5% Markup				20	334		\$354
	TOTAL TASK 5			21,650	420	7,014		\$29,084

6.0 Bidding Assistance..... \$10,420

<u>Project Management & Coordination</u>				\$460
Project Manager	4 hrs @ 115	460		
<u>Assistance During Bidding</u>				3,470
Associate Engineer	8 hrs @ 105	840		
Staff Engineer/Designer	16 hrs @ 75	1,200		
Drafting Technician	8 hrs @ 85	680		
Clerical	10 hrs @ 55	550		
Reimbursables	1 Sum @ 200		200	
<u>Plans & Project Manual Reproduction</u>				\$2,000
Package 1	40 sets @ 50		2,000	
<u>Bid Review and Tabulation</u>				720
Associate Engineer	4 hrs @ 105	420		
Staff Engineer	4 hrs @ 75	300		
<u>FAA Coordination and Grant Preparation</u>				3,660
Project Manager	8 hrs @ 115	920		
Associate Engineer	24 hrs @ 105	2,520		
Clerical	4 hrs @ 55	220		
Subtotal		8,110	2,200	0
5% Markup			110	0
TOTAL TASK 6		8,110	2,310	0

Total to Finish Job= \$39,504

Additional Costs not Anticipated in Proposal

6/5/2006

Over Run Conditions	Hr	Rate	Sub Total	
AWOS:				TOTAL= \$14,370.00
Designer/Drafter	20	\$80.00	\$1,600.00	
Staff Engineer:	95	\$75.00	\$7,125.00	
Associate Engineer:	10	\$105.00	\$1,050.00	
Principal Engineer:	10	\$115.00	\$1,150.00	
		HDL Subtotal	\$10,925.00	
Electrical:		\$3,445.00	\$3,445.00	
Apron Redesign to Meet Budget:				TOTAL= \$5,960.00
Designer/Drafter	20	\$80.00	\$1,600.00	
Staff Engineer:	8	\$75.00	\$600.00	
Associate Engineer:	4	\$105.00	\$420.00	
Principal Engineer:	2	\$115.00	\$230.00	
		HDL Subtotal	\$2,850.00	
Electrical:		\$3,110.00	\$3,110.00	
Taxiway B Complete Design and Marking Plan				TOTAL= \$14,880.00
Designer/Drafter	12	\$80.00	\$960.00	
Staff Engineer:	10	\$75.00	\$750.00	
Associate Engineer:	6	\$105.00	\$630.00	
Principal Engineer:	2	\$115.00	\$230.00	
		HDL Subtotal	\$2,570.00	
Electrical:		\$12,310.00	\$12,310.00	
				Total HDL= \$16,345.00
				Total EDC= \$18,865.00
				Total= \$35,210.00