

City of Kodiak
AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is between the City of Kodiak and Jacobs Engineering Group Inc. for a PROJECT known as CT Tank Painting and Internal Coating PN 17-06/7043.

PART I
SPECIAL PROVISIONS

SECTION 1 DEFFINITIONS

In this AGREEMENT:

- A. AGREEMENT means this document with all attachments
- B. CITY means the City of Kodiak
- C. CITY MANAGER means the City Manager of the City of Kodiak or his/her designee who is responsible for approving and signing this AGREEMENT and any amendments.
- D. CITY ENGINEER means the City Engineer of the City of Kodiak who is responsible for the day-today coordination and communication with the ENGINEER. The CITY ENGINEER does not have authority to execute a change of this AGREEMENT or to otherwise bind the City of Kodiak for purposes of this AGREEMENT.
- E. ENGINEER means Jacobs Engineering Group Inc.
- F. PROJECT means the object of the design or study that the ENGINEER is to perform under this AGREEMENT.

SECTION 2 SCOPE OF SERVICES

- A. The ENGINEER is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this AGREEMENT. The ENGINEER shall perform its services in a manner consistent with the level of care and skill normally exercised by professional engineers or consultants performing the same or similar services during the time of this AGREEMENT. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in his design drawings, specifications, reports and other services.
- B. Approval by the CITY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the CITY's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law and the language herein for the damages to the CITY caused by the ENGINEER's errors, omissions, or negligent performance of any of the services furnished under this AGREEMENT.

- C. The ENGINEER shall perform the scope of services set forth in Appendix A, which includes the ENGINEER's Scope of Work dated July 22, 2020.
- D. The CITY may make or approve changes to the scope of services in this AGREEMENT. If such changes affect the ENGINEER's cost or time required for performance of the services, an equitable adjustment to the ENGINEER's contract price and schedule will be made through an amendment to this AGREEMENT.
- E. The ENGINEER may not subcontract or assign any portion of the scope of services to any party not identified in this AGREEMENT without prior written approval of the CITY.
- F. The CITY shall not allow any claim for services other than those described in this section.
- G. In the performance of this AGREEMENT, the ENGINEER shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods and processes.
- H. The ENGINEER shall not, in the performance of the work called for by this AGREEMENT, produce a design or specification that requires the use of structures, machines, products, materials, construction methods, equipment or processes which are known by the ENGINEER to be available only from a sole source, unless such use has been adequately justified in writing by the ENGINEER as necessary for the minimum needs of the PROJECT.

SECTION 3 TIME FOR PERFORMANCE

- A. This AGREEMENT becomes effective when signed on behalf of the CITY.
- B. The ENGINEER shall promptly commence performance of the work described in Section 2 and shall complete that performance on or before October 31, 2023.
- C. The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In such an event, the ENGINEER's contract price and schedule shall be equitably adjusted.
- D. The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents, obtain the advice of other professionals and consultants as the CITY deems appropriate, and render in writing decisions required of the CITY in a timely manner.
- E. The CITY will give prompt written notice to the ENGINEER whenever the CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER.

SECTION 4 COMPENSATION

- A. The compensation shall be a fixed fee (lump sum) of \$194,600.00 for CT Tank Painting and Internal Coating PN 17-06/7043, as set forth in Appendix A, which includes the ENGINEER's Scope of Work dated July 22, 2020.

- B. The ENGINEER may submit invoices for services under this AGREEMENT no more frequently than monthly. The CITY will review each invoice for accuracy and compliance with this AGREEMENT and uncontested charges will be due and payable within 30 days of receipt. If any payment is withheld because the charges are not approved or the ENGINEER's performance is unsatisfactory, the CITY ENGINEER must, within 30 days after the payment denial, notify the ENGINEER in writing of the payment denial and set forth, with reasonable specificity, what charges are not being paid and why. No interest will accrue on any disputed charges until mutually resolved.
- C. The ENGINEER is not entitled to any compensation under this AGREEMENT, other than is expressly provided for in this section.

SECTION 5 TERMINATION

The ENGINEER's services under Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of the CITY, provided that the CITY notifies the ENGINEER in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this AGREEMENT. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.
- D. On termination, the ENGINEER shall deliver all work products, completed or not, to the CITY ENGINEER and the ENGINEER will be paid for all authorized services performed up to the termination date.
- E. If the ENGINEER's services are terminated, for whatever reason, the ENGINEER shall not claim any compensation under this AGREEMENT, other than that allowed herein.
- F. If a final audit has not been performed before the ENGINEER's services are terminated, the CITY may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this section, termination of the ENGINEER's services does not affect any other right or obligation of a party under this AGREEMENT.
- H. If, after the CITY terminates this AGREEMENT for cause, and it is determined that such cause did not exist, the termination shall be deemed to have been effected for the convenience of the CITY.
- I. The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CITY shall terminate this AGREEMENT without liability and shall deduct from the contract price,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- J. The CITY shall terminate this AGREEMENT if it is found by the CITY that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the ENGINEER, or any agent or representative of the ENGINEER, to any official or employee of the CITY, or any citizen serving on an advisory board to the CITY, with a view toward securing a contract, or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this AGREEMENT.

SECTION 6 INSURANCE

- A. The ENGINEER shall maintain the following insurance throughout the term of ENGINEER's performance under this AGREEMENT:
1. Worker's compensation and employer's liability insurance as required by the State of Alaska.
 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of the others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
 3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors with \$1,000,000 per occurrence and in the aggregate.
 4. Professional liability insurance of \$1,000,000 per occurrence and in the aggregate. If written on a "Claims Made" basis, engineer shall keep policy in force for three years after project completion
- B. The CITY shall be named as an additional insured with respect to the ENGINEER's liabilities hereunder in insurance coverages identified in items 2 and 3 and the ENGINEER's insurer shall waive subrogation against the CITY under all policies, excepting professional liability insurance, required by this section. The ENGINEER shall provide the CITY with certificates of insurance.
- C. Each policy of insurance required by this section shall provide for no less than thirty (30) days written notice to the CITY prior to cancellation.

SECTION 7 ASSIGNMENT

- A. This is a bilateral AGREEMENT. Neither party shall have the power to, or will, assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding in the heirs, successors, and assigns of the parties hereto.

SECTION 8 OWNERSHIP; PUBLICATION, REPRODUCTION & USE OF MATERIAL

- A. Except as otherwise provided herein, all data, reports, drawings, specifications, documents, and other deliverables of the ENGINEER, whether in hard copy or electronic form, prepared as a part of the Scope of Work are the property of the CITY, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, reports, drawings, specifications, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.
- B. Equipment purchased by the ENGINEER with contract funds shall be the sole property of the CITY and shall be marked and inventoried as such with a copy of the inventory forwarded to the CITY.
- C. The ENGINEER's work products are for the PROJECT identified in this AGREEMENT, whether completed or not. The CITY agrees to indemnify the ENGINEER 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 work products.

SECTION 9 NOTICES

- A. Any notice required pertaining to the subject matter of this AGREEMENT shall be either sent via electronic mail (email), facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

CITY: Matt Holmstrom, P.E.
2410 Mill Bay Road
Kodiak, Alaska 99615
Tel: (907) 486-8065 Fax: (907) 486-8066

ENGINEER: Floyd Damron, P.E.
Jacobs Engineering Group Inc.
949 E 36th Avenue Ste 500
Anchorage AK 99508
Tel: (907) 762-1359 Fax: (907) 257-2017

- B. Notices are effective upon the earlier of receipt, proof of good transmission (electronic mail, facsimiles only), or five (5) days after proof of proper posting.

SECTION 10 FORCE MAJEURE

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this AGREEMENT, force majeure is an act or event of substantial magnitude beyond the control of the affected party, which delays the completion of this AGREEMENT, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of the CITY or neglect by the CITY not otherwise governed by the terms of this AGREEMENT.
2. Strikes or work stoppages.
3. Pandemic.
4. Any interruptions, suspensions or interference with the PROJECT caused by act of GOD, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints or government and people, civil disturbances or similar occurrences.
5. Order of court, administrative agencies or governmental officers other than the CITY.

PART II

GENERAL PROVISIONS

SECTION 1 RELATIONSHIPS OF PARTIES

- A. The ENGINEER shall perform its obligations hereunder as an independent contractor of the CITY, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between ENGINEER and CITY. Neither party shall have any authority to enter into agreements of any kind on behalf of the other or have any power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The CITY may administer the AGREEMENT and monitor the ENGINEER's compliance with its obligations hereunder. The CITY shall not supervise or direct the ENGINEER other than as provided in this AGREEMENT.

SECTION 2 NONDISCRIMINATION

- A. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, marital status or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The ENGINEER agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The ENGINEER shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment with regard to race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical impairment/disability.
- C. The ENGINEER shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this AGREEMENT, so as to be binding upon every such subcontractor or vendor of the ENGINEER under this AGREEMENT.

SECTION 3 PERMITS, LAWS, AND TAXES

- A. The ENGINEER shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this AGREEMENT. All actions taken by the ENGINEER under this AGREEMENT shall comply with all applicable statutes, ordinances, rules and regulations. The ENGINEER shall pay all taxes pertaining to its performance under this AGREEMENT.

SECTION 4 NONWAIVER

- A. The failure of either party at any time to enforce a provision of this AGREEMENT shall in no way constitute a waiver of the provision, nor in any way affect the validity of this AGREEMENT or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

SECTION 5 AMENDMENT

- A. This AGREEMENT shall only be amended, modified or changed in writing, executed by authorized representatives of the parties, with the same formality as this AGREEMENT was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this AGREEMENT, the only authorized representatives of the parties are:

CITY: Mike Tvenge
 City Manager
 PO Box 1397
 Kodiak, Alaska 99615
 Tel: (907) 486-8640 Fax: (907) 486-8600

ENGINEER: Floyd Damron, P.E.
 Jacobs Engineering Group Inc.
 949 E 36th Avenue Ste 500
 Anchorage AK 99508
 Tel: (907) 762-1359 Fax: (907) 257-2017

- C. Any attempt to amend, modify, or change this AGREEMENT by either an unauthorized representative or unauthorized means shall be void.

SECTION 6 JURISDICTION

- A. The Substantive law of the State of Alaska shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Any civil action arising from This AGREEMENT shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Kodiak.

SECTION 7 SEVERABILITY AND SURVIVAL

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- B. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

SECTION 8 INDEMNIFICATION

- A. The ENGINEER shall indemnify, defend, save and hold the CITY harmless from any claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the errors, omissions, negligence, or willful misconduct of the ENGINEER, the ENGINEER's employees, affiliated corporations, and subcontractors in connection with this PROJECT.
- B. The ENGINEER shall not indemnify, defend, save and hold the CITY harmless from claims, lawsuits, liability, or attorney's fees and costs arising from wrongful or negligent acts, errors or omissions solely of the CITY occurring during the course of or as a result of the performance of this AGREEMENT.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent acts of both the CITY and the ENGINEER, the ENGINEER shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, lawsuits, liability, including attorneys' fees and costs, which result from the ENGINEER's or any subcontractor's wrongful or negligent acts.

SECTION 9 ACCESS AND RETENTION OF RECORDS

- A. The ENGINEER shall maintain accounting records regarding its performance under this AGREEMENT in accordance with generally accepted accounting principles.
- B. The ENGINEER shall, at any time during normal business hours and as often as the CITY may deem necessary, make available to the CITY, for examination, all of its records with respect to all matters covered by this AGREEMENT for a period ending three (3) years after the date the ENGINEER completes performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the ENGINEER shall submit such other information and reports relating to its activities under this AGREEMENT to the CITY, in such form and at such times as the CITY may reasonably require. The ENGINEER shall permit the CITY to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this AGREEMENT. The CITY may, at its option, permit the ENGINEER to submit its records to the CITY in lieu of the retention requirements of this section.

SECTION 10 DISPUTE RESOLUTION

- A. The CITY and the ENGINEER shall use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

SECTION 11 APPENDICES, SCHEDULES, AND SIGNATURES

A. This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following appendices and schedules are hereby made a part of this AGREEMENT.

Appendix A, which includes Attachment A, Scope of Work dated July 22, 2020 from Mr. Floyd Damron, P.E., Jacobs Engineering Group Inc.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date shown below.

CITY OF KODIAK

Mike Tvenge 9-14-20
Mike Tvenge
City Manager

ATTEST

Nova M. Javier
Nova M. Javier, MMC
City Clerk

August 27, 2020
Council Approval Date

Jacobs Engineering Group Inc.

Bud Alto
Jalmer (Bud) Alto, P.E.
Manager of Projects

ATTEST

Floyd Damron
Floyd Damron, P.E.
VP and Senior Project Manager Name

City of Kodiak
AGREEMENT FOR PROFESSIONAL SERVICES
with
JACOBS ENGINEERING GROUP INC.
for
CT TANK PAINTING AND INTERNAL COATING PN 17-06/7043

APPENDIX A
SCOPE OF SERVICES

Appendix A consists of the following:

Attachment A, Scope of Work dated July 22, 2020 from Mr. Floyd Damron, P.E., Jacobs Engineering Group Inc.

ATTACHMENT A **SCOPE OF WORK**

for

CT Water Tanks Painting Improvements Engineering Services Design, Construction Support & Warranty Phases

The proposed engineering services, dated July 22, 2020, will be provided by Jacobs Engineering Group (Jacobs).

This Scope of Work provides engineering services for design phase, construction phase, and 2-year warranty phase services for the City of Kodiak's CT Tanks Painting Improvements Project. The tanks consist of two 2.2-million gallon welded-steel water tanks located at the City's potable water treatment plant site. Five full-height polypropylene baffles are installed in each tank to enhance disinfection contact time for Giardia inactivation. Recent drinking water regulation changes have added Cryptosporidium (Crypto) inactivation requirements that resulted in the construction and operation of the City's UV disinfection system. Since UV disinfection is effective for both Giardia and Crypto inactivation, the tank baffles are no longer required.

The tanks were designed by CH2M (now Jacobs) in 1993. Tanks were constructed in 1994 and painted inside and out after all tank erection work was complete. The general contractor was Alaska Mechanical, Inc. The tank fabricator/erector subcontractor was Pitt-Des Moines Company. The tank painting subcontractor was Diversified Coatings, Inc.

Due to significant paint defects discovered during the one-year warranty period the tanks' interiors were re-painted in 1995.

Previous inspections by Jacobs indicate the original interior paint is at or near the end of its service life. The exterior paint is deteriorated but appeared to be suitable for overcoating when last inspected. The objectives of the painting project include: 1) Replacing the interior coating, 2) Repairing and restoring the exterior coating, 3) and Removing and discarding the existing tank baffles and associated hardware. We will require the Painting Contract re-install at least two baffle panels in each tank to reduce hydraulic short-circuiting. Baffle removal will require ADEC approval.

DESIGN PHASE SERVICES

Task 1. Predesign Phase Services

The purpose of the predesign task is to update and document the basis of design approach for the CT tanks painting project.

Subtasks:

- Review record drawings, previous condition assessment reports, and relevant construction records.
- Conduct a site visit to observe the current condition of the interior (of one tank) and the exterior of both tanks to provide the updated basis of the final design.

- Check the exterior paint test patch status that was applied in 2018.
- Collect a sample of the exterior paint from each tank for laboratory analysis to check for regulated metals.
- Conduct a telephonic tank painting design approach conference call with at least one Alaska based tank painting contractor.
- Conduct a preliminary design concept review with the expected ADEC plan review engineer to assess the acceptability of CT Tank baffle removal. (We had a preliminary discussion with Chris Pletnikoff/ADEC office of drinking water on March 17th about the CT Tank baffle removal concept. From our initial discuss no problems were identified with removing the baffles, provided that we submit an engineering report that demonstrates at least 4-log virus inactivation will be met in the unbaffled tank configuration. There is some risk that ADEC will want at least a few baffle panels left in each tank.)

City Involvement:

- Escort and support Jacobs site visit personnel, including access to the interior of one tank and the exterior roof of each tank. The tank's floor should be cleaned prior to our coating specialist's arrival. Two City staff will be required to assist during the site visit. One staff person will accompany the Jacobs person into the CT Tank and a second person will monitor their progress from the open manway for safety. The city should provide at least one light stand with extension cords to enhance viewing inside the tank. Both manways and tank roof hatch should be opened by the City prior to tank entry.

Assumptions:

- The site visit will be scheduled for a mutually agreeable time, most likely early August 2020, shortly after Notice to Proceed is issued. If an earlier time in the summer is desired by the City our schedule can be adjusted.
- This scope of work does not include any tracer testing work and engineering associated fees that may be required by ADEC to determine the baffle factor for the baffle-less water tanks. We believe the risk is low, but not zero, for a tracer test stipulation in the approval to remove the baffles. Deliverables:
- Draft and final versions of a Technical Memorandum describing key findings and summarizing the final design approach. Schematic drawings will detail the design concepts for review and approval by the City.

Task 2. Final Design Phase Services

The purpose of the final design task is to develop bid documents including drawings and specifications for the painting improvements to both CT tanks:

Subtasks:

- Develop 60%, 95%, and 100% design documents will be developed for review by the City. The 95% submittal will include drawings, details, technical specifications, and engineer's estimate of construction cost.
- Submit 95% design documents to ADEC for review and "Approval to Construct".
- Participate in MS Teams review meetings to receive City comments.
- Prepare 100% final bid documents incorporating City and ADEC comments.

City Involvement:

- Provide legal, administrative, and loan related specification sections for the bid documents.
- Review draft documents and provide review comments.

Assumptions:

- The engineer's estimate of construction cost will be a Class 2 cost estimate as defined by the Association for the Advancement of Cost Engineering (AACE). The expected accuracy ranges for this class of estimate are -5% to -15% on the low range side and +5% to +20% on the high range side.
The cost opinion will be prepared for guidance in project evaluation from the information available at the time of preparation. The final project construction costs will depend on actual labor and material costs, actual site conditions, productivity, competitive market conditions at the time of project bid, final project scope, final schedule and other variable factors. As a result, the final project costs will vary from the engineer's construction cost opinion. Because of these factors, funding needs must be carefully reviewed by the City prior to making specific financial decisions or establishing final budgets.
- Drawings will be 11 by 17 inches in size and will not exceed seven (7) sheets in total. The original construction shop drawing may be provided to the bidders as reference drawings, as appropriate.
- Technical specification sections will be Jacobs standard specifications, edited for this project, and will cover:
 - Painting, including requirements for surface preparation, application, curing and quality control.
 - Environmental controls, including heating and dehumidification for tank interiors.
 - Requirements for removal and disposal of existing tank baffles.
 - Steel fabrication, including requirements for materials, welding and testing. This section will be necessary if the selected bidder wants to cut openings in the tank shells for construction access.
 - Tank Disinfection and bacteria testing per AWWA standards.
- One set of bid documents will be prepared to include the improvements to both tanks.
- Five (5) printed copies of the final bid documents will be provided to the City.
- The City will advertise, receive bids, select the bidder, and award the construction project.

Deliverables:

- 60% and 95% Design submittal, consisting of draft plans and specifications for bid documents.
- Engineer's estimate of construction cost at 95% design level.
- Final 100% design submittal, consisting of plans and specifications for bid documents.

Task 3. Bid Phase Services

The purpose of this task is to assist the City during bidding for improvements to the CT tanks.

Example Subtasks:

- Attend a mandatory prebid meeting in Kodiak. Only the project manager will attend in person, with our tank coatings specialist participating by conference phone during the meeting.
- Responding to bidder's technical questions that may arise during bidding.
- Prepare addenda, to be issued by the City.

City Involvement:

- All other bidding services will be performed by the City.

Assumptions:

Only Jacobs project manager will need to attend the prebid conference in person.

The City will make the tanks' site available to all bidders after the prebid conference. Since the prebid conference will be in the winter, no tank entry will be possible for the bidders. Past inspection reports and photos can be provided to the bidders.

CONSTRUCTION SUPPORT PHASE SERVICES

Task 4. Engineering Services During Construction Phase

The purpose of the SDC task is to assist the City during construction improvements to the CT tanks to help assure that the work to sandblast off the old paint and methods used to apply the new paint are in compliance with the Contract Documents and ADEC stipulations. The City needs a top-quality coatings effort so the results will be a coating system with at least 20 years of reliable service, provided the City continues its excellent program of regular tank inspections and spot coating repairs.

Example Subtasks:

- Attend the overall project preconstruction meeting in Kodiak with the General Contractor.
- Review Contractor's schedule and construction approach.
- Review and approve Contractor's submittals.
- Provide responses to the Contractor's technical questions in the form of Request for Information (RFI).
- Provide periodic on-site assistance, as follows:
 - Kick off meeting at tank site when work is initiated on the first water tank.
 - Site visit when first tank painting is about 50% to 65% complete.
 - Final inspection for first tank.
 - Site visit when second tank painting is about 30% to 50% complete.
 - Final inspection for second tank.
- Provide written summary reports for field inspections and observations.
- Obtain Operational Approval letter from ADEC for each tank after full cure, disinfection, and bacteria test.
- Produce Record Drawings from Contractor redlines for submittal to City and ADEC.

Assumptions:

- The City will isolate, drain and clean each tank prior to Contractor's start of work. City needs to be sure each tank can be fully isolated during painting work.
- After each tank's internal coating are fully cured, City will operate the necessary valves to fill the tank in 2 steps, according the AWWA Method 3 for water tank disinfection, unless Contractor proposes an alternate disinfection method.
- After the bacteria test is received, and it is negative, City will put the water tank back on line for service to the distribution system.

Deliverables:

- Field reports
- Record Drawings

WARRANTY PHASE SERVICES

Task 5. 2-Year Tank Coatings Warranty Inspections

The purpose of the warranty phase inspections is to give the City assurance that the applied coatings inside and outside each tank are performing as designed, or if there are coating problems that need repair. Any observed defects will be Contractor’s responsibility to repair using acceptable coating’s repair procedures. We recommend each tank be dewatered and cleaned by the City in advance of our coatings specialist’s trip to Kodiak, summer of the second year of the newly painted tanks being service. Since the water tanks can only be taken off-line one at a time, this will require two inspection trips.

Assumptions:

- The City will isolate, drain and clean each tank prior to the inspection work. City needs to be sure each tank can be fully isolated. Two City staff will be required. One staff person will accompany the Jacobs person into the tank and a second person will monitor their progress from the open manway. The city should provide at least one light stand for viewing inside the tank. Both manways and tank roof hatch should be opened prior to tank entry.
- If painting defects are discovered, and subsequent inspection trips are required, we will require a scope and budget increase for those additional services.

Deliverables:

- Field reports
- Final tank O&M recommendations

Preliminary Drawing List

The following drawings are anticipated for this project.

Sheet Number	Drawing Number	Description
1	G-1	Cover Sheet, Vicinity, and Location Maps
2	G-2	Sheet List, Notes and Abbreviations
3	G-3	Site Plan
4	S-1	Tank Plan and Elevation
5	S-2	Sections
6	S-2	Details
7		Contingency Drawing

Preliminary Project Schedule

Painting projects for outdoor tanks have the best chances of success if they can be performed in the late spring and summer month, when temperatures are moderate to warm and there is less chance of heavy rain. For the Kodiak CT tanks, the earliest desired painting start on the first tank is late spring 2021. Only one tank can be taken out of service for painting while the other tank remains in service. If the interior of one tank is painted in late spring, the other tank can potentially be painted in August 2021.

Recognizing the desired construction schedule, the City should advertise the project for bids January 2021 and, assuming responsive bids are received, open bids February 20, 2021. To allow the work to proceed in this time frame, we proposed the following schedule for engineering services:

Authorization to proceed: August 1, 2020

Predesign Submittal: September 30, 2020

60% Design Submittal: November 15, 2020

95% Design Submittal: December 15, 2020

Final Design Submittal: January 15, 2021

Estimated Bid Date: January 20, 2021

Estimated Bid Opening date: February 20, 2021

Estimated Contract Award Date: Mid- to Late- March 2021

Estimated Contract Substantial/Final Completion Dates: September 30, 2021/October 31, 2021

Estimated 2-Year Warranty Inspection Dates: Summer 2023

Engineering Services for Design, Services During Construction, and Warranty Phase Services

Task	Description LS = Lump Sum	Labor Budget	Expense Budget	Task Total
1	Predesign Phase – LS Amount	\$22,650	\$3,350	\$26,000
2	Final Design Phase – LS Task	\$47,000	\$0	\$47,000
3	Bid Phase – LS Task	\$10,200	\$800	\$11,000
4	Services During Construction – LS Task	\$73,300	\$16,300	\$89,600
5	2-year Warranty Coatings Inspections – LS Task	\$16,000	\$5,000	\$21,000
TOTAL LUMP SUM AMOUNT		\$168,950	\$25,650	\$194,600

Proposed Project Team

Jacobs's team is proposed to consist of the following key staff:

Floyd Damron, P.E. – Project Manager

Ian VanBlankenstein, P.E. – Project Engineer & Design Manager

Craig VanHorn – Corrosion and Coatings Specialist

Jerry Duppong - Key Support Technologist (Semi-Retired)

Megan Wilson – Project Assistant

Kimberly Van Laere – Project Controls