CONTRACT FOR PROFESSIONAL SERVICES
WITH Roger Hickel Contracting, Inc.

In consideration of the mutual promises herein, the Municipality of Anchorage ("MOA") and Roger Hickel Contracting, Inc. ("RHC") agree as follows. This Contract consists of:

A. Part I, consisting of 15 sections of Special Provisions;
B. Part II, consisting of 11 sections of General Provisions;
C. Appendix A – Scope of Services consisting of 2 pages;

PART I
SPECIAL PROVISIONS

Section 1. Definitions. In this Contract:

A. "Administrator" means the Director of Maintenance and Operations of the Department of Maintenance & Operations or their designee.

Section 2. Scope of Services.

A. The Contractor will perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.

B. MOA will not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of the MOA and will remain in effect through December 31, 2022.
B. The Contractor will commence performance of the work described in Part I Section 2 upon receipt of a Purchase Order.

Section 4. Compensation; Method of Payment.

A. Subject to the Contractor's satisfactory performance, MOA will pay the Contractor no more than FIFTY THOUSAND DOLLARS ($50,000.00) in accordance with this section.

B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this section.

C. As a condition of payment, the Contractor will have paid all municipal taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

B. For the convenience of MOA, if MOA notifies the Contractor in writing of its intent to terminate under this paragraph at least 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 Contract. 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 therefor, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6. Duties Upon Termination.

A. If MOA terminates the Contractor's services for convenience, MOA will pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection will never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor will become the property of the MOA.

B. If the Contractor's services are terminated for cause, MOA will pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by MOA because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered will never exceed the Contract rate for such services, and payment under this subsection will not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this Contract will become the property of the MOA at its option.

C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he will remit the excess to the Administrator within thirty (30) days of receiving notice to do so.

D. The Contractor will not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by the MOA and requested by the Administrator.

E. If the Contractor's services are terminated, for whatever reason, the Contractor will not claim any compensation under this Contract, other than that allowed under this section.

F. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor will maintain in good standing, for the entire period of the contact, the insurance described in subsection B of this section. Before rendering any services under this Contract, the Contractor will furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for the MOA.

B. The Contractor will provide the following insurance:

1.) $500,000 Employers Liability and Workers Compensation as required by Alaska Law.

2.) Commercial Automobile Liability in the amount of $1,000,000 combined single limit to include: owned, hired, and non-owned.

3.) Commercial General Liability including:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations
$1,000,000 Personal & Advertising Injury
$1,000,000 Each Occurrence
$5,000 Medical Payments

4.) Professional Liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate.

5) Cyber/Privacy Liability insurance with limits not less than $3,000,000. The Cyber coverage will include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), Information theft, and release of private information. The policy will provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

C. Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the Contract requirements.

D. Each policy of insurance required by this section will provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. If the insurer does not notify the MOA on policy cancellation it will be the Contractor's responsibility to notify the MOA of such cancellation.

E. Except for Workers Compensation and Professional Liability each policy will name the Municipality of Anchorage as an "additional insured" and the actual policy endorsement will accompany each Certificate of Insurance.

F. General Liability, Workers Compensation, and Automobile policies will be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement will accompany each Certificate of Insurance.

G. All policies for general liability will be primary and noncontributing with any insurance that may be carried by the MOA.

H. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the MOA requires and will be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to the MOA.

I. Contractor will require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor will ensure that the MOA is an additional insured on insurance required from subcontractors.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract will be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract will give the MOA the right immediately to terminate this Contract without any liability for work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract will be the property of the MOA, which will retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights will not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract will be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

MOA: Municipality of Anchorage: Saxton Shearer, Director M & O
Department of Maintenance and Operations
P.O. Box 196650
Anchorage, AK 99519-6650
EMail: saxton.shearer@anchorageak.gov

Contractor: Roger Hickel Contracting, Inc.
Sean Hickel
11001 Calaska Circle
Anchorage, AK 99515
EMail: shickel@rhcak.com

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

Section 11. Contract Budget.

In connection with its performance under this Contract the Contractor will not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure will not be deemed a violation or breach hereof.

B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of the MOA or negligent act(s) of the MOA not otherwise governed by the terms of this Contract.
2. Strikes or work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than the MOA.

Section 13. Financial Management System.

The Contractor will establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to this Contract;

B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

C. Effectively controls and accounts for all municipal funds and contract property;

D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;

E. Allocates administrative costs to direct service delivery units;

F. Minimizes the time between receipt of funds from the MOA and their disbursement by the Contractor;

G. Provides accounting records supported by source documentation; and

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

If any funding source for this Contract should impose additional requirements upon the MOA for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from the MOA.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract will be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.

B. Every subcontract under which the Contractor delegates the provision of services will be subject to review and approval by the Administrator before it is executed by the Contractor.

C. Every subcontract in an amount exceeding $1,000.00 will require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor will perform its obligations hereunder as an independent contractor of MOA. MOA may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. MOA will not supervise or direct the Contractor other than as provided in this section.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, 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 Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, mental or physical disability, sexual orientation or gender identity. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or mental or physical disability.

C. The Contractor will comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation. The Contract Compliance Officer may accept the Contractor's compliance with federal requirements or the Contractor's federal reporting documents in lieu of reporting under this section.

D. The Contractor will include the provisions of subsections A through C of this section in every subcontract or purchase order under this Contract, to be binding upon every such subcontractor or vendor of the Contractor under this Contract. The Contract Compliance Officer may accept the Contractor's compliance with federal requirements or the Contractor's federal reporting documents in lieu of reporting under this section.

E. The Contractor will comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: **Sean Hickel, President**

MOA: **Mayor, Municipal Manager or Approved Designee**

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means will be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract will be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska will govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction will not invalidate the remaining provisions of this Contract.

Section 8. Integration.

This instrument and all 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 will supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

A. The Contractor will indemnify, defend, save, and hold the MOA harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

B. The Contractor will not indemnify, defend, save and hold the MOA harmless from claims, lawsuits, liability, or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the MOA occurring during the course of or as a result of the performance of this Contract.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the MOA and the Contractor, the Contractor will indemnify, defend, save and hold the MOA harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result of the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor will, at any time during normal business hours and as often as MOA may deem necessary, make available to MOA, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor will submit such other information and reports relating to its activities under this Contract, to MOA, in such form and at such times as MOA may reasonably require. The Contractor will permit MOA 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 Contract. MOA may, at its option, permit the Contractor to submit its records to MOA in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

Payments under this Contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract will terminate without penalty to MOA and MOA will not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE

Rachelle A Alger

Mayor, Municipal Manager or Approved Designee

Name: Rachelle A Alger

Date: 03/21/2022

Roger Hickel Contracting, Inc.

Sean Hickel

President

Name: Sean Hickel

Date: 03/21/2022

IRS Tax Identification No. 920153334

Tax Status: Taxable [ ] Non-Taxable [ ]

RECOMMEND FOR APPROVAL:

Saxton Shearer

Saxton Shearer, Director Maintenance and Operations

Date: 03/21/2022

Appendix A – Scope of Services

Pre-Construction Services (CM): Consultation to the Municipality of Anchorage and its design team during the design documentation phases.

1. Pre-Construction Services (CM)
   a. RHC will work with the design team to advise, assist, and provide construction and constructability recommendations to the design and of the work.
   b. RHC will work with the team with design concepts and schedules. Contractor is encouraged to offer alternatives to meet the contingent project schedule milestones of early Summer 2022.
   c. RHC will provide information, estimates, and advice. Advice will influence decisions on construction document sequencing, construction phases, and temporary access routes and detours.
   d. RHC will develop information and provide advice regarding value engineering considerations. Provide information on construction materials, methods, systems, phasing, and costs to help provide the MOA with the highest quality facility consistent with the budget and design intent.
   e. RHC will provide input regarding current construction labor market, and material availability.
   f. RHC will collaborate with MOA Building Services throughout the design and construction process.
   g. RHC will review in-progress design documents and advise with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements. Provide tangible feedback of information and recommendations to the design team (i.e., reports, charts, diagrams, etc.).
   h. RHC will recommend a strategy that identifies the division of the work to facilitate bidding and award of subcontracts, considering the sequence of construction, safety, minimizing disruption of existing facilities, improving or accelerating construction completion, and other related issues. This may include -purchasing and expediting long-lead materials in order to prevent construction delays.
   i. RHC will recommend adjustments to the Project Design Schedule to ensure project completion within approved construction schedule and desired completion.
   j. RHC shall prepare construction cost estimates at 35%, 65% and 100% design milestones. Provide cost information on alternate design options. Help the MOA and design team aggressively manage the project costs. If estimates exceed the construction budget, make recommendations to reduce costs to within the budget. As the project progresses through Construction Drawings, RHC will continue to review the costs jointly with the design team, with the objective of maintaining the cost estimate within the budget through exploring alternatives and

options. The MOA will continue to employ an independent Cost Consultant to review and participate in cost projections and determinations.

k. RHC will prepare a Guaranteed Maximum Price ("GMP") to establish construction costs. Upon successful negotiation of the GMP, the contract will change from pre-construction service to General Contractor/Construction Contract. The MOA reserves the right for other actions if a GMP Contract cannot be agreed upon.

l. RHC will prepare a detailed Construction Schedule for monitoring progress and managing the work.

m. RHC will establish procedures for expediting and processing all Shop Drawings, Submittals, Field Memos (FMs), Requests for Information (RFIs) and other documents.