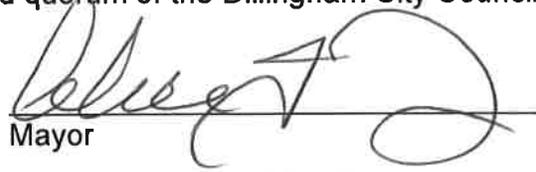


Action Memorandum No. 2015-26

Summary Statement continued:

PASSED and APPROVED by a duly constituted quorum of the Dillingham City Council
on 12/3/15.


Mayor

ATTEST:

[SEAL]

City Clerk

Route to	Department Head	Date
X	Finance Director	12/4/15
X	City Clerk	12/4/15

CONTRACT AMENDMENT NO. 1

WHEREAS, the City of Dillingham had a contract with Bristol Engineering Service Corp (BESC) under the name of Bristol Environmental & Engineering Services, Corp; and

WHEREAS, the original term covered by the contract was May 2010 – May 2013; and

WHEREAS, the contract had an option for a two year extension based upon a satisfactory review by the Mayor and City Council of services provided; and

WHEREAS, the City has continued to use BESC for their wastewater and landfill projects by using Task Orders instead of a formal extension of the contract beyond 2015; and

WHEREAS, the City has a DEC Wastewater Municipal Matching grant that funds the wastewater projects; and

WHEREAS, DEC is requesting a formal extension of the original grant since BESC continues to work on the wastewater projects; and

WHEREAS, both parties desire to renew the contract and in doing so incorporate the amendments set forth herein;

NOW, THEREFORE, BE IT RESOLVED the City of Dillingham (hereinafter **City**) and BESC do hereby agree to extend the May 7, 2010 Contract according to the terms stated therein except that during the renewal term and (any subsequent extension or renewal thereof) the following amendments apply:

- A. City is extending the Contract to BESC through November 30, 2017.
- B. City agrees to pay BESC in accordance with the fee schedule attached hereto.
- C. All other terms and conditions of the May 7, 2010 Contract continues to apply and bind the parties to the extent not expressly provided herein. In the event of a conflict in terms, the terms set forth in this renewal shall apply.

The Parties agree and covenant that all terms of the original agreement not expressly amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below

Lessor: CITY OF DILLINGHAM

Lessee: Bristol Engineering Services Corp.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

2015-2016 Schedule of Charges

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Civil Engineer	\$145 - \$185
Senior Mechanical Engineer	\$160 - \$195
Project Engineer/Senior Env. Specialist	\$105 - \$130
Senior Autocad Designer/GIS Operator	\$95 - \$110
Staff Engineer/Staff Env. Specialist	\$70 - \$100
Staff Autocad Designer	\$70 - \$100
Clerical/Technical Editor	\$55 - \$75

Update	Schedule of Charges and employee bill out rates will be updated at the end of June on an annual basis.
Travel time	Travel time will be charged as regular hourly rates for actual time involved. For fieldwork other than Anchorage sites, standby time for labor (up to eight hours per day per employee) will be charged when work is delayed or prevented, due to conditions beyond Bristol Engineering Services Corporation's control.
Outside Services	Travel expenses, printing, photographic work, rentals, mileage, subsistence, subcontractors, special delivery, and similar services will be billed at cost plus 10%.
Equipment Rentals	Equipment owned by Bristol Engineering Services Corporation will be rented according to a standard rate schedule, available on request.
Litigation Support	Expert testimony and preparation for testimony, depositions, hearings, mediation, and trials are at 200% of the above rates.
Contract Employees	Contract employees may be used from time-to-time, and will be billed at the regular schedule rates.
Terms	Bills are payable upon presentation, and are past due 30 days from the invoice date.