

**CITY OF PALMER
ACTION MEMORANDUM NO. 12-028**

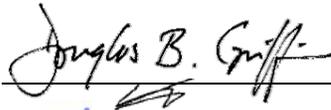
Subject: Authorize the City Manager to Negotiate and Execute a Contract for Environmental Assessments of the Mat-Maid Properties with Ralph Hulbert d/b/a AlaskChem Engineering in the Amount of \$30,000

Agenda of: April 24, 2012

Council Action: Authorized _____

Approved for presentation by:

City Manager
City Attorney
City Clerk





Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>30,000</u>
This legislation (√):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>30,000</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input type="checkbox"/> Funds are budgeted from this (these) line item(s):	
<input checked="" type="checkbox"/> 08-10-04-6232	
<input type="checkbox"/>	
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
<input type="checkbox"/>	
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	 _____

Attachment(s):

- Professional Services Agreement with AlaskChem Engineering

Summary statement: **Summary statement:** On January 31, 2012, a sole source, non-competitive contract not to exceed \$15,000 was executed with Ralph Hulbert d/b/a AlaskChem Engineering to provide assistance and specialized professional advice on environmental issues with regard to the seven parcels of property that comprise the "Matanuska Maid Block". To date Mr. Hulbert has assisted the City in securing Targeted Brownfield Assistance from the U.S. Environmental Protection Agency and has prepared a draft of a Phase 1 environmental review of the land in question.

The Palmer Municipal Code allows for the award of professional services contracts without going through a competitive bid process. The City Manager entered into such a contract with Ralph

Hulbert d/b/a AlaskChem Engineering in January of 2012 to provide environmental consulting and report preparation services regarding the properties being considered for acquisition in the Mat-Maid Block (MMB). The contract was for \$15,000 and for a period of one year.

PMC 3.21.230 A. 3 provides for securing professional services "where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person." Based on his unique qualifications and reasonable rate of compensation it can be easily argued that the city's requirements can only be reasonably met by this individual. This justification was determined in writing in the January 31, 2012 memorandum that accompanied the Professional Services Agreement.

AlaskChem Engineering is uniquely qualified to perform the environmental assessment work for the Mat-Maid Block (MMB). Mr. Hulbert has previously assisted the City with analysis regarding ground water issues which bear directly on environmental considerations with regard to the MMB. He is a long time local resident of Palmer with historical knowledge of the MMB, been involved in previous environmental review of a key parcel of the MMB, and is readily available to consult with the City and attend meetings regarding the MMB. Mr. Hulbert's rate for his professional services is highly competitive and represents an excellent value for the City of Palmer.

It is now clear as work has proceeded on the MMB environmental assessment that additional environmental work will be need to me performed. To date the City has been billed \$9,138 for work performed by AlaskChem Engineering. Therefore, the City Manager requests City Council approval to increase the contract amount to \$30,000. These fees are being paid from a state grant obtained last year for this type of analysis and evaluation of the MMB.

Administration recommendation: Approve Action Memorandum 12-028.

PROFESSIONAL SERVICES AGREEMENT

Engineering and Environmental Evaluation Services Related to Possible Acquisition of Mat Maid Block Land

THIS AGREEMENT made and entered into this 31st day of January 2012, by and between the City of Palmer, Alaska, a municipal corporation (City) and Ralph J. Hulbert, P.E., d/b/a AlaskChem Engineering.

Section 1. Definition

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Consultant" means Ralph J. Hulbert, d/b/a AlaskChem.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 2. Employment of Consultant

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 3. Consultants Representation and Warranty, and Manner of Performance

- A. Consultant hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Consultant is a professional in the subject area in which services are to be provided and the Consultant has more than adequate experience, skill, knowledge and competence to perform the services set forth in this agreement.
- B. Consultant accepts the relationship of trust and confidence between it and the City. Consultant covenants to perform its services under this agreement with due diligence, due care, and in a good and professional manner.

Section 4. Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 5. Personnel

Personnel shall be limited to employees of Ralph J. Hulbert, d/b/a AlaskChem Engineering.

Section 6. Time of Performance

The services of the Consultant shall commence upon execution of this Agreement by the City and shall be completed by December 31, 2012. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 7. Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding \$15,000 as set forth in

Appendix "A," attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix A.II

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 Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 8. Method and Time of Payment

A. The City will pay to the Consultant the amount set forth in Appendix "A" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "A". If not identified within Appendix "A", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment).

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

C. All invoices must be submitted and addressed as follows: *City of Palmer, 231 West Evergreen Avenue, Palmer, Alaska 99645*

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed FIFTEEN THOUSAND DOLLARS [\$15,000].

Section 9. Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 10. Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the

Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 11. Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control, as used in this section, means anyone or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 12. Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 13. Equal Employment Opportunity

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

C. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (A) for applicants for employment and employees as the City may require.

Section 14. Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 15. Assignability

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 16. Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 17. Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 18. Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 19. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 20. Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Section 21. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 22. Permits, Laws and Taxes

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

Section 23. Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 24. Agreement Administration

A. The City Manager, or their designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the *Consultant* shall be administered, supervised, and directed by Ralph J. Hulbert, d/b/a AlaskChem Engineering. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

Section 25. 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 Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

1. Consultants Statement of Qualifications

Section 26. Defense and Indemnification

A. Consultant shall defend, indemnify and hold harmless and save the City, its elected officials, officers, employees, representatives and agents, from and against any and all claims, actions, suits, proceedings, claims, demands, losses, costs and expenses, or liability of any nature, kind or character, including legal costs and owed by the City and for errors and omissions committed by Consultant, its officers, employees, independent consultants and agents, which may arise out of Consultant's performance of the services described in this Agreement, unless such losses

or damages are proven to be caused by the City's own negligence or that of *its* officers or employees.

B. The Consultant shall be responsible under *this* clause for any and all legal actions or claims of any character *resulting* from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Consultant's or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sale negligence or willful misconduct of the City, its agents, or employees.

C. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, age, liability, loss, cost or expense described herein.

D. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 27. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 28. Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".

3. Worker's Compensation Insurance as required by the State of Alaska and Employers Liability Insurance.

4. Professional Liability Insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project. If the general liability insurance is written on a claims form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident Bodily	Injury by Disease Bodily	Injury by Disease -
\$1,000,000 ea. accident	\$1,000,000 ea. employee	\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the

Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Consultant to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with Insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be

received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 29. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 30. Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 31. Compliance with Law

Consultant shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

Section 32. Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City:
City of Palmer
231 West Evergreen Avenue
Palmer, Alaska 99645

Consultant:
Ralph J. Hulbert, d/b/a AlaskChem Engineering
P.O. Box 1846
Palmer, AK 99645

Section 33. Consultants Violations of Tax Obligations

A. Any consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under Agreement between the City and the same.

Section 34. Fund Verification

Fund source and verification of funds for this project:

Funding Source: 08-10-04-6232 State Grant 12-DC-416

Verified by: [Signature] Date: 2/1/12

CITY OF PALMER

[Signature]
Douglas B. Griffin, City Manager

RALPH J. HULBERT D/B/A ALASKCHEM
ENGINEERING

[Signature]
Ralph J. Hulbert, P.E.

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 1, 2012, Ralph J. Hulbert personally appeared before me,

- 1. who is personally known to me
- 2. whose identity I proved on the basis of _____
- 3. whose identity I proved on the oath/affirmation of _____ a credible witness

to be the signer of the Agreement for Alaskchem Engineering and he acknowledged that he signed it.

[Signature]
Notary Public
My Commission expires Aug 12, 2012



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 1, 2012, Douglas B. Griffin personally appeared before me, who is personally known to me to be the signer of the above document and he acknowledged that he signed it on the behalf of the City of Palmer.



Alice M Williams
Notary Public
My Commission expires Aug 12, 2012

APPENDIX A

SCOPE OF WORK AND COMPENSATION

The Consultant will provide to the City assistance in and his specialized professional advice in performing review, report preparation, and presentation of environmental issues as part of the acquisition, due diligence, and evaluation of property contamination with regard to the seven parcels of property that comprise the "Matanuska Maid Block"(MMB).

DUTIES

These duties will include, but not be limited to:

1. Assisting in completing grant or loan applications and questionnaires to assist the City in receiving grants and other assistance from the Alaska Department of Environment Conservation, U.S. Environmental Protection Agency, and other agencies under Targeted Brownfield and other environmental contamination remediation programs. Coordinate filing of applications, provide further information to the agencies as necessary, and take other required actions through award and implementation of grants.
2. Participation in meetings with property owners, government agencies, Palmer City staff and contractors, and the Palmer City Council on matters related to environmental issues pertaining to the MMB.
3. Conducting historical, property transaction, or other research necessary to prepare for environmental site assessments. Conduct assessments and present information to the City.
4. Develop remediation plan, including costs, contamination levels, and scope of required clean-up. Obtain necessary approval from state and federal agencies, including possible no-action letters. Oversee necessary remediation.
5. Providing advice to the City and its contractors on environmental issues that may affect property values and land acquisition prices for privately owned parcels of the MMB.
6. Providing advice to the City and its contractors on environmental issues related to acquiring the MMB parcel owned by the State of Alaska, Division of Agriculture, Agricultural Revolving Loan Fund.

COMPENSATION

1. Hourly rate is \$100.00 per hour.
2. Total compensation not to exceed \$15,000.00.
3. Travel and per diem, if necessary, are to be paid at City of Palmer rates unless otherwise mutually agreed.



Douglas B. Griffin
City Manager

City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645-8952
Phone (907) 761-1317
dgriffin@palmerak.org
www.cityofpalmer.org

MEMORANDUM

TO: File and
Attachment to Professional Services Agreement

FROM: Douglas B. Griffin, City Manager 

DATE: January 31, 2012

RE: Justification for Sole Source Contract with Ralph Hulbert,
d/b/a AlaskChemEngineering

The City of Palmer is entering into a sole source contract without going through the bid process with AlaskChemEngineering as permitted under Palmer Municipal Code. The contract does not exceed \$15,000 and is for less than one year.

Mr. Ralph Hulbert, the principal for AlaskChemEngineering, is being hired as a "Consultant" under this contract. Mr. Hulbert is uniquely qualified for this role due to his personal and professional knowledge of the environmental issues present on properties constituting the Mat-Maid Block.

He has actively participated in prior Phase 1 and Phase 2 Environmental Reviews of a Mat-Maid parcel, and has done previous study and assisted the City with valuable analysis regarding ground water matters which bear directly on environmental considerations with regard to Mat-Maid.

Mr. Hulbert is a local resident and readily available to consult with the City, attend meetings regarding the Mat-Maid project, and provide vast historical perspective regarding environmental issues.

Mr. Hulbert's billable rate is highly competitive and represents a good value for the City of Palmer.

For these, reasons I find cause to justify a sole source, non-competitive contact award to Mr. Ralph Hulbert.