

# CITY OF UTQIAĠVIK

#### "Farthest North Incorporated City"

#### MEMORANDUM

TO:

UTQIAGVIK City Council

FROM:

Eta-Starr Edwardson, Finance Director

DATE:

September 25, 2024

SUBJECT:

Procurement Bypass for Browerville Playground Project

Due to unforeseen challenges, the City of Utqiagvik was required to bypass our standard procurement process to engage UIC Construction for the completion of the Browerville Playground project.

Several critical factors influenced this decision:

- 1. Limited Manpower and Equipment: The City did not possess the necessary resources or equipment to adequately manage the construction of the playground in-house.
- 2. Narrow Building Window: With rapidly changing weather conditions, the available timeframe for construction was closing, making it imperative to complete the project before the onset of severe conditions.
- 3. Site Erosion Concerns: The playground area was beginning to show signs of erosion, raising concerns for the safety and viability of the site if construction were delayed any further.

Given these circumstances, UIC Construction's immediate availability and specialized resources made them the most suitable partner to ensure timely completion of the project, safeguarding both public investment and community benefit.

This memo serves to document the decision to expedite the procurement process in alignment with the best interests of the City and the community of Utgiagvik.

If further clarification or details are required, please do not hesitate to reach out.

Cc: files



# **REQUEST FOR PAYMENT**

DATE: 8/31/2024		Invo	DICE #	0903240348
CUSTOMER NAME: ADDRESS:	City of Barrow Browerville	UIC 670	Real Est	/IIT CHECK TO: ate Spur Road Alaska 99518
ATTENTION:	Mayor Asisaun Toovak	Alli	cilorage, 7	11a5ka 99010
REFERENCE:	Playground Repairs			
	DESCRIPTION OF SERV	<u>/ICES</u>		
	Construction and Repair Se	ervices	\$	70,843.74
	AMOUNT DUE THIS INV	OICE	\$	70.843.74



# BILLING SUMMARY Browerville Playground

FIRM: City of Barrow Browerville

**DESCRIPTION OF WORK: Playground Repairs** 

DESCRIPTION OF	· WORK: I	Playground	Repairs						
Invoice Period:	From:	7/10/2	024	To:	8/4/20	24			
CRAFT LABOR						<del></del>			
Operator - ST		\$	76.63	Х	70.00	HRS	=	\$	5,364.10
Operator - OT		\$	114.93	Х	23.00	HRS	_ = '	\$	2,643.39
Operator - Fringes		\$	43.19	X	90.00	HRS	_ = :	\$	3,887.10
Carpenter - ST		\$	67.50	Х	450.00	HRS		\$_	30,375.00
Carpenter - OT		\$	101.25	Х	47.00	HRS	=	\$	4,758.75
Carpenter - Fringe	S	\$	43.07	X	497.00	HRS	=	\$	21,405.79
				TOT	AL CRAFT L	ABOR C	OSTS	\$	68,434.13
HEAVY DUTY EQ	HIDMENIT								
Telehander TH83	524	\$	1,081.00	X	1.00	DAY	_ =	\$	1,081.00
				тот	AL EQUIPME	ENT EXP	ENSE	\$	1,081.00
FUEL EXPENSE									
Gasoline fuel			\$10.55	X	4.00	GAL	= :	\$	42.20
					TOTAL FI	JEL EXP	ENSE	\$	42.20
MATERIAL									
Ace Hardware Top	of the Wor	·ld							\$622.23
Eskimos Inc NAPA									155.58
Stuagpak									143.03
			TOTA	L REI	MBURSABLE	MATE	RIALS		\$920.84
				Mark	Up @ 27% (	Overhead		\$	248.63
					Mark Up @ 1	0% Profit		\$	116.95
					_	TOTAL	•	\$	1,286.41
TOTAL AMOUNT	DUE THIS	INVOICE						\$	70,843.74
TOTAL AMOUNT PREVIOUSLY BILLED TO DATE					\$	<u> </u>			



FROM: Ross Wilhelm VP of Arctic Operations &

Development

1250 Agvik Street Utgiagvik, Alaska 99723 E-mail: Ross.Wilhelm@uiccs.com Phone (907) 852-7448

City of Barrow Browerville Playground Construction

June 20, 2024

To:..... Mayor Asisuan Toovak

Company...... City of Barrow Browerville Playground

Total...... 3 pages

Reference ...... Request for Proposal

...... City of Barrow Browerville Playground Construction

Mr. Mayor Asisuan Toovak,

Thanks for the invitation to provide construction services on the above referenced project. Below and attached we have included pricing and scope clarifications for the work proposed. Please see the clarifications listed below and attached pricing for your review and use.

#### Scope of Work:

Our scope of work includes time and materials (T&M) rates for all equipment, labor, and materials to supervise the City of Barrow Browerville Playground Construction in Utgiagvik, Alaska.

#### Inclusions:

- 1. Equipment, materials, craft labor, and onsite supervision as needed.
- 2. If City of Barrow Browerville elects to terminate the work, prior to completion, for any reason, the City of Barrow Browerville shall be liable for the full value of work performed, prior to the termination, including overhead and profit, less prior payments made.
- 3. If the work is delayed for any reason beyond UIC Real Estate's control, and without fault or negligence by UIC Real Estate, including delays caused in whole or in part by the City of Barrow Browerville weather, travel, or any other persons, entities or events, or if the work is delayed for any reason or cause for which has resulted in a delay, then UIC Real Estate is entitled to full compensation for costs related to those delays.

#### Exclusions:

- UIC Real Estate excludes any other items from our proposal that is not specifically called out in the above "Inclusions".
- 2. All costs associated with weather delays as defined below.
  - a. Winds or other conditions that place workers within unacceptable risks for performing the specified work as defined by OSHA.
  - b. Impacts associated with extreme weather events as defined by 50 year or greater in occurrence.
- 3. Payment and performance bonds, builder's risk insurance.
- 4. Penalties of any kind related to when the work is completed.
- 5. Permitting, engineering, design, code compliance.

#### **Assumptions:**

- 1. UIC Real Estate assumes full access to site with no restrictions.
- 2. Assumes all owner provided materials are in Utgiagvik and made available to UIC Real Estate without encumbrances.
- 3. Material staging will be allowed in vicinity of construction area.
- 4. UIC Real Estate assumes if any changes and or additional scope is added that the Owner understands this will impact schedule, labor availability and potentially project costs.
- 5. UIC Real Estate will provide a proposal for any requested added scopes of work for City of Barrow Browerville to review and approval in advance of the work.
- 6. UIC Real Estate's work schedule is 6 days a week and 10-hour workday scheduled for onsite crews.
- 7. Mutually acceptable contract agreement.
- 8. Once the owner has accepted and signed this proposal memo, UIC Real Estate assumes this work will be awarded within 1 day after receipt.
- 9. If not awarded with in this time frame additional cost will occur and or project may be delayed as scheduling for workforce may not be available.
- 10. UIC Real Estate shall be compensated on a time and material basis for satisfactory performance of contraction services described in this document.
- 11. Hourly rates shall remain the same until an increase is required and negotiated.
- 12. Payments will be made on written invoices submitted for work properly performed and completed.
- 13. Payment will be made within thirty (30) days of receipt of Contractor invoice.
- 14. Compensation will be computed based on the billing rates included in the attachment.

Exhibit A - See Attached Pricing

Please feel free to contact me with any additional requirements, clarifications, or questions. Thank you for considering UIC Real Estate for your construction needs.

Sincerely,

Ross Wilhelm | VP of Arctic Operations and Development UIC Oil and Gas LLC 1250 Agvik Street

Utqiagvik, Alaska 99723 direct: 907-852-7448 www.uicalaska.com

Accepted by:	
	City of Barrow Browerville Authorized Representative



### **Exhibit A Pricing**

### 6/20/2024 City of Barrow Playground T&M Project

		Unit		
	Description	Of Measure	Rate	
Labor	Companies ST	LID	67.50	
	Carpenter ST	HR HR	101.25	
	Carpenter OT	HR	43.07	
	Cash Fringe	HK	43.07	
	Operator ST	HR	76.63	
	Operator OT	HR	114.93	
	Cash Fringe	HR	43.19	
	Superintendent ST	HR	79.67	
	Superintendent OT	HR	119.50	
	Cash Fringe	HR	43.19	
	Per Diem	Day	75.35	
Equipm	nent			
• •	Cat Telehandler TL 1255C	Day	\$ 1,566.00	
	Nodwell Texoma 600 Auger	Day	3,246.00	
Fuel	Fuel Unleaded .	Gallon	\$ 9.45	
	Fuel Diesel	Gallon	\$ 10.00	
Tools	Tools	Actual	Actual	Billed at Cost plus Markups shown below
	Overhead Markup	%	27%	
	Profit Markup	%	10%	
	•		37%	