

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-21

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ECI HYER, INC. TO PERFORM THE TOM MADSEN AIRPORT TERMINAL ROOF ASSESSMENT PROJECT IN THE AMOUNT OF \$32,803

WHEREAS, the Tom Madsen Airport Terminal Roof Assessment Project is an approved component of the City of Unalaska Capital & Major Maintenance Program; and

WHEREAS, Staff publicly advertised a Request for Qualifications to perform the Assessment Project and received six (6) proposals; and

WHEREAS, ECI HYER, INC., an experienced design firm, was determined through an extensive scoring process to be the most qualified firm to perform the work; and

WHEREAS, funding is available in the Capital Project budget for the work.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to enter into an Agreement with ECI Hyer, Inc., to perform the Tom Madsen Airport Roof Assessment Project for \$32,803.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on March 27, 2018.



Frank Kelty
Mayor

ATTEST:



Marjie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director of Public Works
Through: Thomas Thomas, City Manager
Date: March 13, 2018
Re: Resolution 2018-21: Award the Tom Madsen Airport Terminal Roof Assessment Project to ECI Architects for \$32,803

SUMMARY: Six firms responded to our Request for Qualifications (RFQ) to perform the Airport Terminal Roof Assessment. Resolution 2018-21 will award the Tom Madsen Airport Terminal Roof Assessment Project to the highest ranked firm, ECI Hyer, Inc.(ECI), for \$32,803.

PREVIOUS COUNCIL ACTION: Council funded this project via the FY2018 CMMP and Ordinance 2017-07, adopted May 24, 2017. Other Council action regarding the Tom Madsen Airport Terminal includes the award of the design and construction of the building in 1995-1996, the award of the design and construction of the Parking Lot Improvements and Handicap Ramp Replacement in 2004, and the award of the design and construction of the Terminal Renovation Project in 2006.

BACKGROUND: Since the Terminal's construction, the roof has experienced periodic water infiltration. Several attempts to repair the roof using both in-house labor and an outside contractor have enjoyed limited success. Recent repaneling and sealing of the clerestory (skylight) end walls in the summer of 2017 held off major leaks over the winter but are stop-gap measures at best; a long-term solution must be found. The deliverable for this contract will provide us with an assessment of the existing roof and building condition and offer repair and/or replacement options to permanently solve the problems. The CMMP Summary Sheet ([Attachment A](#)) provides additional background information.

DISCUSSION: A Request for Qualifications to perform the Roof Assessment was publicly posted in January 2018 with 6 companies responding. All 6 Technical Proposals were evaluated and scored ([Attachment B](#)) by a team of City employees from the Department of Public Works and the Ports Department. The three highest scored Respondents were then individually interviewed telephonically, their Price Proposals opened afterwards, and the top three were rescored ([Attachment C](#)). The rescoring included the combination of the Technical Proposal, interview responses, and the Price Proposal. The rescoring resulted in ECI being the best qualified firm to perform the Airport Terminal Roof Assessment. ECI's Price Proposal ([Attachment D](#)) and the Consultant Agreement with Scope of Services contract ([Attachment E](#)) are included with this memo.

ALTERNATIVES: Council could choose to re-advertise the RFQ to a wider audience or to abandon the project. To re-advertise may well result in another winter of leaks, and to abandon the project will guarantee it.

FINANCIAL IMPLICATIONS: ECI's \$32,803 price proposal is well within the total available project budget which is \$140,000.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends awarding the Tom Madsen Airport Terminal Roof Assessment work to ECI Hyer, Inc. for \$32,803.

PROPOSED MOTION: I move to adopt Resolution 2018-21.

CITY MANAGER COMMENTS: I recommend adoption of Resolution 2018-21.

ATTACHMENTS:

- CMMP Project Summary Sheet..... Attachment A
- Scoring Sheet – First Round Attachment B
- Scoring Sheet – Post Interview..... Attachment C
- ECI Price Proposal Attachment D
- Consulting Services Contract with Scope of Services Attachment E

FY18-22 CMMP

AIRPORT TERMINAL ROOF REPLACEMENT | PORTS FUND

PROJECT DESCRIPTION: The Unalaska Airport Terminal Building has a one level roof with a raised clerestory. The building is an approximately 16,200 SF facility with an Inverted Roof Membrane Assembly (IRMA) that slopes to internal roof drains. IRMA is a variation of a hot roof design that was popular during the 1980's. The design relies on insulation that is placed on top of a waterproof membrane which covers the structural deck. Concrete pavers (ballast) placed over the entire roof hold down the insulation. History has proven that the pavers deteriorate rapidly compared to the membrane and debris and organics accumulate in joints and prevent water access to roof drains. Inspection of the membrane is complicated due to the difficulty in removing the pavers and insulation. Roof leaks are very difficult to locate.

PROJECT NEED: Chronic leaks have been reported at isolated areas during periods of high wind and rain. At present, two permanent, under ceiling water catchment systems consisting of plastic, drain pan, hose, and 5 gallon buckets merely contain the leaks inside the building. Numerous attempts have been made over the years to repair the leaks which have all achieved limited success. An architectural / engineering firm was hired in 2008 to design a repair which was then publicly bid and the repairs were made. This too failed to achieve lasting success in preventing roof leaks.

DEVELOPMENT PLAN & STATUS (INCLUDE PERMIT AND UTILITY REQUIREMENTS): A new peaked gable roof with adequate pitch to achieve lasting success and eliminate roof leaks is in the concept stage.

COST & FINANCING DATA: Funding for an architectural / engineering firm to perform an on-site inspection, evaluation, and produce plans, specifications, and bid package for a peaked gable roof design that will permanently resolve the leaky roof issue is being sought. The budgetary estimate for the design services is estimated to be \$140,000. Actual costs will not be known until an RFP is publicly posted and proposals received.

ESTIMATED PROJECT & PURCHASE TIMELINE

Inception/Concept: **FY17**

Pre Design: **FY18**

Engineering/Design: **FY18**

Construction: **FY19**



REVENUE SOURCE	EXISTING FUNDS					FISCAL YEAR FUNDING REQUESTS				
	FY18	FY19	FY20	FY21	FY22	FY19	FY20	FY21	FY22	Total
General Fund										
1% Sales Tax										
Grant										
Proprietary Fund (Ports)					\$140,000					\$140,000
TOTALS					\$140,000					\$140,000
Requested Funds: Architectural & Engineering										

Attachment B

**Proposal Evaluation
Tom Madsen Airport**

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	Weight	%
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%

907	GDM	JYL	Rhode	Wolf	ECI
83.0	89.0	91.0	78.0	91.0	93.0
81.0	91.0	94.0	79.0	88.0	92.0
81.0	92.0	92.0	76.0	91.0	92.0
81.8	90.5	92.2	77.7	90.1	92.4
81.8%	90.5%	92.2%	77.7%	90.1%	92.4%

Technical Proposal Raw Score --
 Technical Proposal Adjusted Score 100%

Enter the Price Proposal (if any) in USD									
--	--	--	--	--	--	--	--	--	--

	Weight	%
Cost USD	--	--
Price Proposal Score	--	0%

907	GDM	JYL	Rhode	Wolf	ECI
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

**Total Score
Ranking**

81.8%	90.5%	92.2%	77.7%	90.1%	92.4%
5	3	2	6	4	1

**Proposal Evaluation
Tom Madsen Airport**

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	JYL	GDM	ECI				
Professional Qualifications	95.0	90.0	100.0				
Experiences and References	96.7	90.0	98.3				
Narrative	95.0	90.0	100.0				
Technical Proposal Raw Score	95.5	90.0	99.5				
Technical Proposal Adjusted Score	95.5%	90.0%	99.5%				

Weight	%
40	40.0%
30	30.0%
30	30.0%
100	--
--	100%

Technical Proposal Raw Score
Technical Proposal Adjusted Score

Enter the Price Proposal (if any) in USD
--

	JYL	GDM	ECI				
Cost Attributes							
Cost USD							
Price Proposal Score	0.0%	0.0%	0.0%				

Weight	%
--	--
--	0%

Price Proposal Score

Total Score	Ranking
95.5%	2
90.0%	3
99.5%	1

Total Score
Ranking

Professional Services Fee Proposal

Client City of Unalaska
Project Tom Madsen Airport Roof Analysis and Feasibility Studies
ECI # 18-xxxx
Terms: Time & Expense, Not-to-Exceed
Date: 03/15/18
Project:



1. Develop recommendations for a replacement roof system for the airport terminal building. Compile in a manner that allows the City to strategize and plan for future reroofs for other City-owned buildings. Specific to the airport, include a long-term strategy to eliminate leaks at the clerestory.
2. Prepare a high-level feasibility study for renewal of the airport building envelope. Include a prioritized and cost-loaded 'deferred maintenance road map' that can be used for capital planning.
3. Determine how best to fit Ravn Alaska into the terminal, should such a need arise.

		\$170	\$135	\$280	\$95					
		Brian Principal / Arch V	Karen Architect III		Rocco Romero Specialist	Ken Castner Cost Estimator	Subconsultant	Admin Markup		
110	Terminal Building Roof & Building Envelope Study									
	Task 1: Review documents and prepare initial concepts	27		25			\$ 7,000	\$ 700		
	Task 2: Prepare order-of-magnitude estimate	4		2	20		\$ 2,460	\$ 246		
	Task 3: Site visit to review findings	12		12			\$ 3,360	\$ 336		
	Task 4: Finalize report	10		8			\$ 2,240	\$ 224		
							\$ -	\$ -		
							\$ -	\$ -		
		53	0	47	20		\$ 15,060	\$ 1,506		Phase Subtotal 25,576
120	Ravn Alaska Test Fit									
	Task 5: Produce concept floor plans to fit Ravn Alaska into terminal	4	20				\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
		4	20	0	0		\$ -	\$ -		Phase Subtotal 3,380
		57	20	47	20		\$ 15,060	\$ 1,506		29,023
	LABOR SUBTOTAL									
	Expenses									
	Travel Expenses (reimbursable at cost; meals at per diem)						\$ -	\$ -		3,780.00
TOTAL ESTIMATED SERVICES									\$	32,803

CITY OF UNALASKA

Consultant Agreement

City of Unalaska Tom Madsen Airport Terminal Roof Replacement

PROJECT / FILE NO. 18601

Prepared By:

**City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685
907.581.1260**

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II.	Scope of Services	Exhibit "A"
III.	Contract Schedule	Exhibit "B"
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AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____, 2018, by and between **ECI Hyer, Inc.** (hereinafter called "Consultant"), and the **CITY OF UNALASKA** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render consulting and related services for the performance of an **City of Unalaska Tom Madsen Airport Terminal Roof Replacement** and
WHEREAS Consultant represents that it has the experience and ability to perform such services;
and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Consultant will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Consultant

Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in **Exhibits A-C** of this Agreement.

2. Performance

Consultant agrees to perform the work described in **Exhibit A- Scope of Services**; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit C – Fee Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit B – Contract Schedule**.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under the State of Alaska's Professional Engineering License, in connection with the **City of Unalaska Tom Madsen Airport Terminal Roof Replacement**.

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Consultant as compensation for the services under this Agreement such sums of money as set forth in **Exhibit C** of this Agreement. The amount payable to the Consultant shall not exceed the amount specified in **Exhibit C**.

4. Payments

City agrees to make monthly payments to Consultant as services are performed and costs are incurred, provided Consultant submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Consultant. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay Consultant for the services identified in **Exhibit A** the **Not to Exceed Total Fee of \$32,803**. The Not to Exceed Total Fee is based on the distribution of the Not to Exceed Total Fee between tasks set forth in **Exhibit A**. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to the proportion of services actually completed for each task set forth in **Exhibit A** during the billing period to the fee total specified for that task.

5. Personnel

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

6. Independent Contractor Status

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the consulting services required hereunder.

7. Indemnification

Consultant shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Consultant while performing under the terms of this contract.

City shall defend and save harmless Consultant or any employee, officer, or insurer thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of City while performing under the terms of this contract.

8. Assignment

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the Deputy Director of Public Works or such other person as he may designate in writing. Consultant shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Consultant in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Consultant shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Consultant shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

12. Ownership and Use of Documents

Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products produced by the Consultant and its Subcontractors and the City shall have royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

Should the City elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the City will indemnify the Consultant and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original Consultant or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

13. Insurance

- A. During the term of the contract, the Consultant shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.
- B. The Consultant shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior *written* notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the Consultant shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- D. The Consultant shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than

\$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.

2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
 3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
 7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City

guaranteeing payment of losses and related investigations, claim administration and defense expense.

- F. All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, the Consultant agrees to maintain “claims made” coverage for a minimum of two years after project completion.
- G. If the Consultant employs subcontractors to perform any work hereunder, the Consultant agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

14. Claims Recovery

Claims by City resulting from Consultant’s failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Consultant without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

Consultant shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Consultant and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the consulting services of this Agreement relate.

18. Reporting of Progress and Inspection

Consultant agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Consultant's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended by the mutual written agreement of City and Consultant.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Consultant as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Consultant. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

Tom Cohenour, Dir. of Public Works
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Consultant:

Brian Meissner, Principal Architect
ECI Hyer, Inc.
3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including Exhibits A-C, and the Consultant's proposal dated 3/15/2018 constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement

shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CONSULTANT: ECI HYER, INC..

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

By: _____
Thomas Thomas, City Manager

State of Alaska)
) ss.
Third Judicial District)

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2018, by _____, the _____ of ECI HYER, INC., a _____ Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ____ day of _____, 2018, by Thomas Thomas, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission Expires _____

Notary Public, State of Alaska
My Commission Expires _____

CITY OF UNALASKA

EXHIBIT "A"
SCOPE OF SERVICES

1. Develop recommendations for a replacement roof system for the airport terminal building. Compile in a manner that allows the City to strategize and plan for future reroofs for other City-owned buildings. Specific to the airport, include a long-term strategy to eliminate leaks at the clerestory.
2. Prepare a high-level feasibility study for renewal of the airport building envelope. Include a prioritized and cost-loaded 'deferred maintenance road map' that can be used for capital planning.
3. Determine how best to fit Raven Alaska into the terminal, should such a need arise.

CITY OF UNALASKA

**EXHIBIT "B"
SCHEDULE**

Completion date is July 30, 2018

CITY OF UNALASKA

**EXHIBIT "C"
FEE PROPOSAL**