

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-56

A RESOLUTION OF THE UNALASKA CITY COUNCIL TO AWARD THE SCOPING, PRE-DESIGN AND 30-35% DESIGN OF THE LIBRARY EXPANSION PROJECT TO ECI HYER, INC. FOR \$163,451

WHEREAS, the City of Unalaska's Comprehensive Plan has identified the need to increase the Library's efficiency and service delivery life; and

WHEREAS, the Library Expansion Project was proposed and adopted as a Capital & Major Maintenance Plan component; and

WHEREAS, Council has appropriated funds into a Capital Budget to create the Project; and

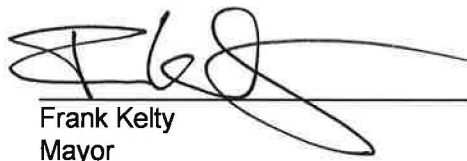
WHEREAS, Staff published a Request for Qualifications and the resulting scoring of proposals and interviewing of Design Team Members from the proposing organizations showed ECI Hyer, Inc., as the best fit for the Project; and

WHEREAS, Staff negotiated a scope of work and pricing with ECI Hyer, Inc. to perform the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project satisfactory to both parties; and

WHEREAS, ECI Hyer, Inc., an experienced engineering firm, has a good history of working for the City of Unalaska as a consultant on other Capital and Maintenance Projects.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council awards the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project to ECI Hyer, Inc. for \$163,451.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 25, 2018.



Frank Kelty
Mayor

ATTEST:



Marjie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Thomas Cohenour, Director, Department of Public Works
Roger Blakeley, Director, Department of Parks, Culture & Recreation
Through: Thomas Thomas, City Manager
Date: September 25, 2018
Re: Resolution 2018-56 - A Resolution of the Unalaska City Council to Award the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project to ECI Hyer, Inc. for the sum of \$163,451

SUMMARY: Based on their response to a Request for Qualifications let by City Staff and pricing that is usual and customary for the services proposed, Resolution 2018-56 will award the Scoping, Pre-Design and 30-35% Design for the Library Expansion Project to ECI Hyer, Inc. for the sum of \$163,451.

PREVIOUS COUNCIL ACTION: Council provided \$12,500 from the General Fund for a preliminary study for this project via the FY2016 CMMP and Budget Ordinance 2015-10. For FY2018, \$30,000 from the General Fund was provided for Pre-Development via the CMMP and Budget Ordinance 2017-07. Through Ordinance 2018-04, the FY2019 CMMP and Capital Budget Ordinance, \$357,500 from the General Fund was placed in the Project's budget to fund Design Services.

BACKGROUND: The Unalaska Public Library was designed in 1996 and built in 1999. Since that time, changes in technology, the community, and Library use, as well as the Library's expansion of collections and services, have resulted in the current facility's inability to meet some of the major needs of the community and patrons. Department of Public Works Staff let a Request for Qualifications for Scoping, Pre-Design and 30-35% Design for the Public Library Expansion Project and received 6 proposals in response. A team of Staff from Public Works and Parks, Culture & Recreation scored the proposals, telephonically interviewed the top three highest-scoring firms, scored the interviews and ultimately chose ECI Hyer, Inc. as the most qualified firm to perform the work.

DISCUSSION: This project supports the intent of the current Unalaska Comprehensive Plan in the areas of Education, Art, Culture and Entertainment, and will enhance quality of life for Unalaskans. It will increase the efficiency and service delivery life of the Library. The Pre-Development study performed by The Foraker Group and ECI Hyer, Inc. noted the facility fell short in the following areas:

- Space and services for children and teens
- Meeting and program space
- Quiet seating and reading space

- Room for growing library collections

After scoring the proposals received in response to the RFQ and holding telephonic interviews, Staff selected ECI Hyer, Inc. as the firm to move forward with the Scoping, Pre-Design and 30-35% Design of the Library Project. The scope also includes community meetings, surveying, geotechnical services and refined cost estimation to support funding construction through the FY2020 CMMP process. ECI Hyer, Inc. is familiar with Unalaska and the Library in particular, and has provided excellent service for the City in the past. ECI Hyer, Inc. has evaluated several buildings owned by the City and is currently providing Engineering and Architectural Services for the Lear Road Duplexes Kitchen Remodel Project as well as the Tom Madsen Airport Terminal Roof Assessment.

ALTERNATIVES: Staff will review scoring or let a revised Request for Qualifications if directed by Council to do so, however, both the Department of Public Works and the Department of Parks, Culture & Recreation are very comfortable with the selection of ECI Hyer, Inc. based on their proposed approach to the work and fee as well as their satisfactory prior history as a City of Unalaska consultant.

FINANCIAL IMPLICATIONS: ECI Hyer, Inc. proposes to prepare the Scoping, Pre-Design and 30-35% Design per the Request for Qualifications for the sum of \$163,451. The Project's budget, MUNIS Project PR601, is funded at \$396,500 as of this writing, with \$353,900 available in the Engineering & Architectural Services Line Item.

LEGAL: None.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2018-56.

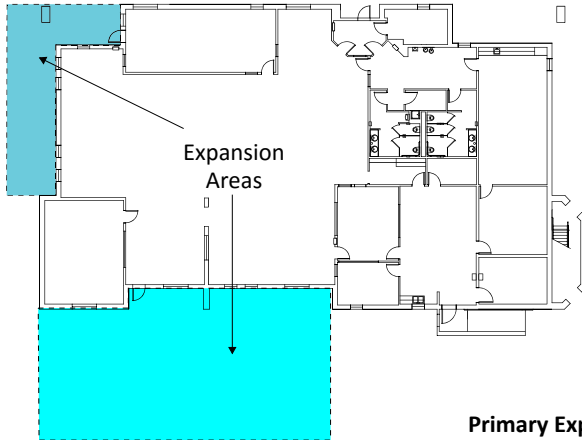
PROPOSED MOTION: I move to approve Resolution 2018-56.

CITY MANAGER COMMENTS: I support the Staff Recommendation.

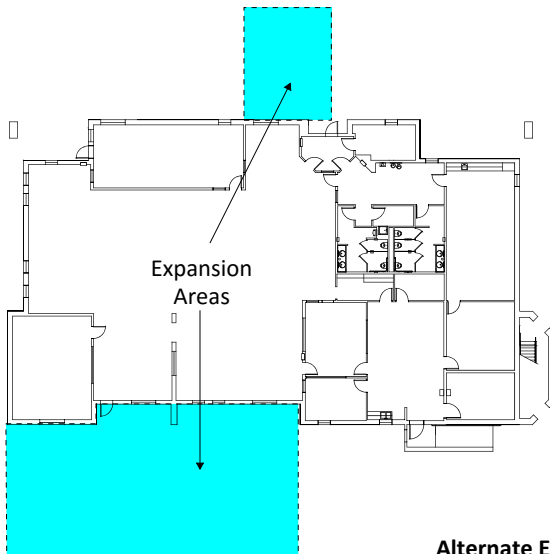
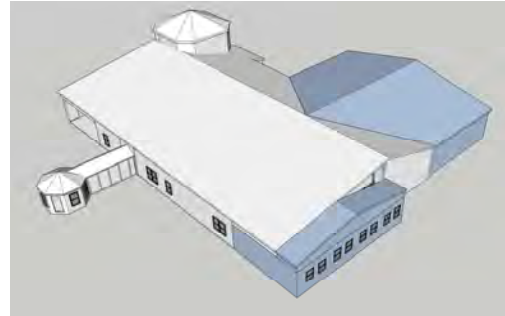
ATTACHMENTS:

1. Expansion Schemes
2. Interview Score Sheet
3. ECI Proposal
4. Proposed Consultant Agreement

Expansion Schemes

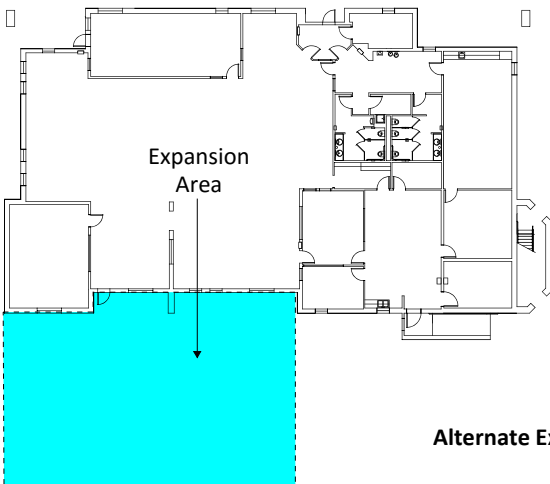


Primary Expansion Scheme A



Alternate Expansion Scheme B

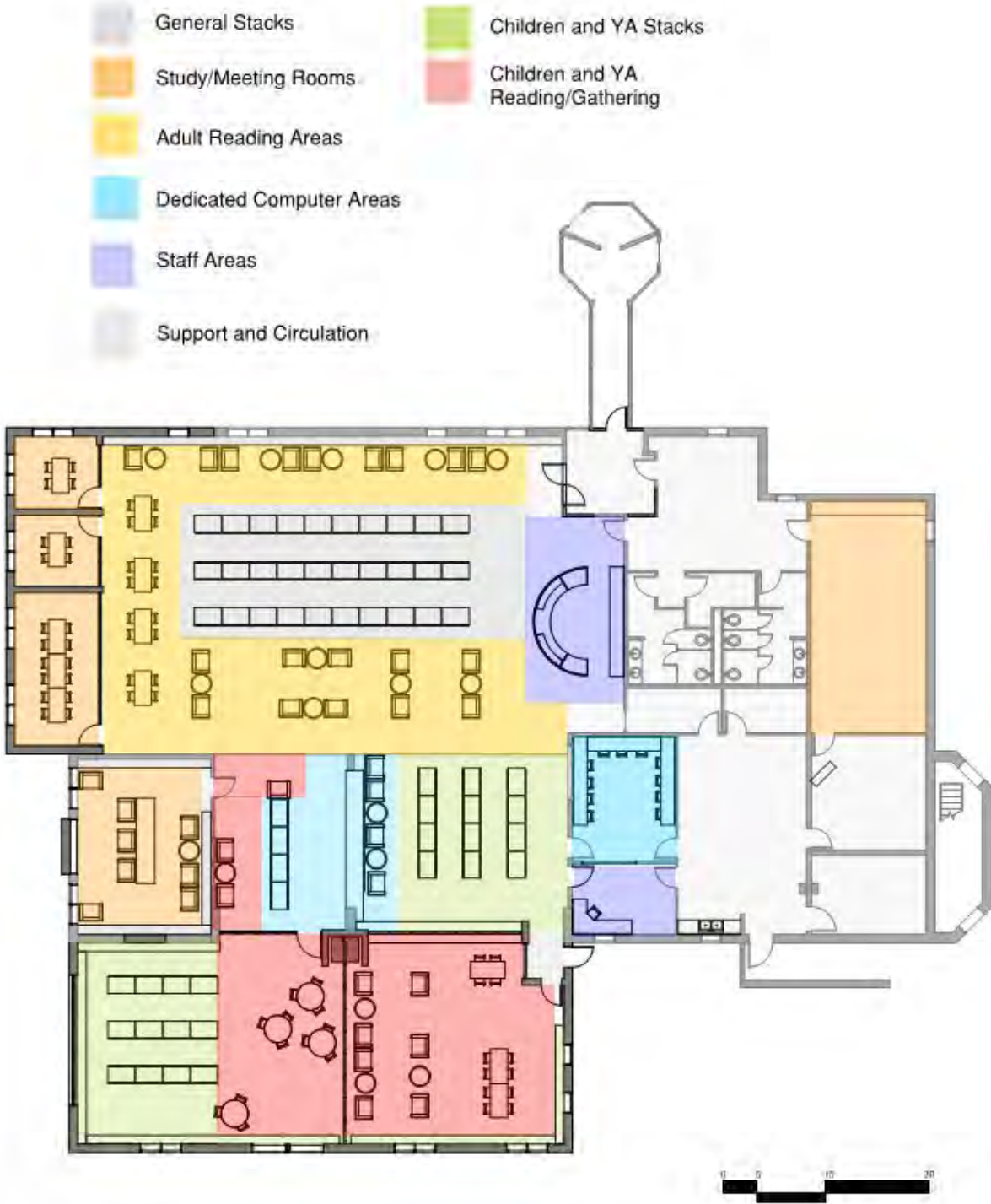
Alternate Scheme B arose from discussions with staff in February 2018. Staff expressed a desire to clean up the entry sequence to provide a better arctic entry, better patron flow and an opportunity for a more centrally located circulation desk, similar to Kenai Community library.



Alternate Expansion Scheme C

Alternate Scheme C arose during the final presentation to the City Council in February 2018. A Councilwoman asked that we explore a single larger expansion to keep square foot costs down. While this pushes a portion of the building even further from oversight of the circulation desk, it merits further consideration by the selected A/E team.

Plan and Function – Primary Expansion Scheme



Qualifications Evaluation
Unalaska Library Improvements

Interview Scoring

--

Technical Attributes

Professional Qualifications

Experiences and References

Narrative

Weight	%
40	40.0%
30	30.0%
30	30.0%

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

ECI	MRV	BWN			
96.3	92.5	96.3			
95.0	97.5	92.5			
98.8	90.0	96.3			
96.6	93.3	95.1			
96.6%	93.3%	95.1%			

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

Cost Attributes

Cost USD

Price Proposal Score - 0%

Weight	%
0	--

ECI	MRV	BWN			
0.0%	0.0%	0.0%			

**Total Score
Ranking**

96.6%	93.3%	95.1%			
1	3	2			

9/10/2018



Digitally signed by Robert Lund
 DN: cn=Robert Lund, o=Department of
 Public Works, ou,
 email=rlund@ci.unalaska.ak.us, c=US
 Date: 2018.09.10 11:35:17 -08'00'

CITY OF UNALASKA

Unalaska Public Library Improvements



ECI

ARCHITECTURE DESIGN STRATEGY

Section 1: Professional Qualifications

Proposed key personnel who will serve on this project

ECI is pleased to present our Statement of Qualifications (SOQ) for the Unalaska Library Improvements. Having performed Pre-Development services on the Unalaska Library through the Foraker Group, we are very familiar with the project and prepared to hit the ground running. Furthermore, we have worked on nine library projects in the last 15 years. We are ahead of the learning curve and excited to present our proven team to see this project through design and construction completion.

The chart below highlights our proposed key personnel, qualifications, project role, and billing rate. Each individual in an Alaska resident with the credentials to perform in their assigned role.

Resumes of key personnel

We've attached resumes for the three key personnel that will serve on this project—Brian Meissner, Principal in Charge; Karen Zaccaro, Project Manager/Project Architect; and Mary Knopf, Interior Designer. This library design team is proven across Alaska.

Billing rates of key personnel

The billing rates for our proposed personnel, including subcontractors, can be found in the chart below.

Location of office and services offered

ECI is located in midtown Anchorage at 3909 Arctic Boulevard where we offer planning, architecture, and

"You all are doing a great job... my staff have all remarked what a pleasure and how productive it is to work with such a responsive design group."

- Bob Banghart, Deputy Director, Libraries, Archives & Museums/
Chief Curator, Alaska State Museums, 2010

interior design services. Approximately 60% of design efforts will occur in our office, as will regular consultant coordination meetings. The other 40% of design efforts will be occur in the offices of our Anchorage-based engineering team.

ECI's ability to perform on this project

ECI was formed out of a design competition that delivered the Loussac Library in Anchorage in the mid-eighties. Our connection to libraries was re-established in 2003 when we started design of the Homer Public Library. Since 2003, we've worked on nine Alaskan libraries, eight of which are in waterfront communities:

- » Anchor Point Public Library Pre-Development
- » Homer Public Library
- » Kenai Community Library
- » Nome Library (part of Richard Foster Building)
- » Seward Community Library & Museum
- » Statewide Archive, Library & Museum, Juneau
- » Sutton Community Resource Center/Library Pre-Development
- » Unalaska Library Pre-Development
- » Wasilla Public Library

Firm Name	Personnel Name	Registration Number	Project Role	Billing Rate
ECI Alaska	Brian Meissner, AIA, PMP, LEED AP	A-10780	Principal in Charge	\$175
	Karen Zaccaro, AIA, NCARB, ALEP, LEED AP	A-13383	Project Manager/Architect	\$145
	Mary Knopf, ASID, NCIDQ LEED AP BD+C	NCIDQ #6424	Interior Designer	\$160
Huddle AK	Holly Spoth-Torres, PLA	LA-13176	Public Process Consultant	\$135
	Brianne Kiefer, PLA	LA-113272	Landscape Architect	\$115
PND Engineers	Jesse Gobeli, PE, SE	SE-13529	Structural Engineer	\$175
	Doug Kenley, PE	CE-8176	Civil Engineer	\$195
	Iain Brown, PLS	PLS-107707	Survey Engineer	\$115
	Torsten Mayrberger, PE	CE-14702	Geotechnical Engineer	\$175
AMC Engineers	Ken Ratcliffe, PE, LC, LEED AP BD+C, CDT	EE-8811	Electrical Engineer	\$215
	Mark Langberg, PE, LEED AP, CPO, CDT	ME-8055	Mechanical Engineer	\$215

Section 2: Experience and References



Similar Project Experience: Wasilla Public Library

The Wasilla Public Library is located on a wooded site near the heart of the City. As one of the few remaining sites of this character in the core area, it inspired a concerted effort to create a “library in the woods.” This necessitated increased setbacks from busy streets, distributed parking, and a healthy allotment of planting. An adjacent middle school is connected to the library site via a new trail to augment the school’s resources. The central organizing principle of the plan is the radial stack arrangement affording unobstructed visibility from the circulation desk. Reading areas and study rooms occupy the perimeter for access to daylight and views. This permitted selective window placement and a balance of light and thermal efficiency. The multipurpose room was designed to allow access after hours for use by the broader community.

Relevance: The Wasilla Library is the most recent in a series of six libraries completed by ECI and represents the most current thinking in Alaskan library design.

Responsive Design: During the public process, library patrons encouraged the design team to push accessibility “beyond ADA standards” from the nearby bus stop into all spaces of the library. This led to innovations such as ‘rest benches’ in the lobby outside the restrooms, and ‘hearing loops’ in both the children’s

story area and multipurpose room. The community also encouraged the design team to consider a continuum of learning between the children, juvenile, teen, and adult bookstacks to prevent stigma and encourage literacy.

Energy Efficiency and Durability: The project team’s mission was to create a “hundred year” building. To that end, materials and systems were selected for their sustainable qualities and minimal need for maintenance. A unitized curtain wall system was chosen to ensure a high-performance thermal envelope and factory-quality construction, and to facilitate winter construction.

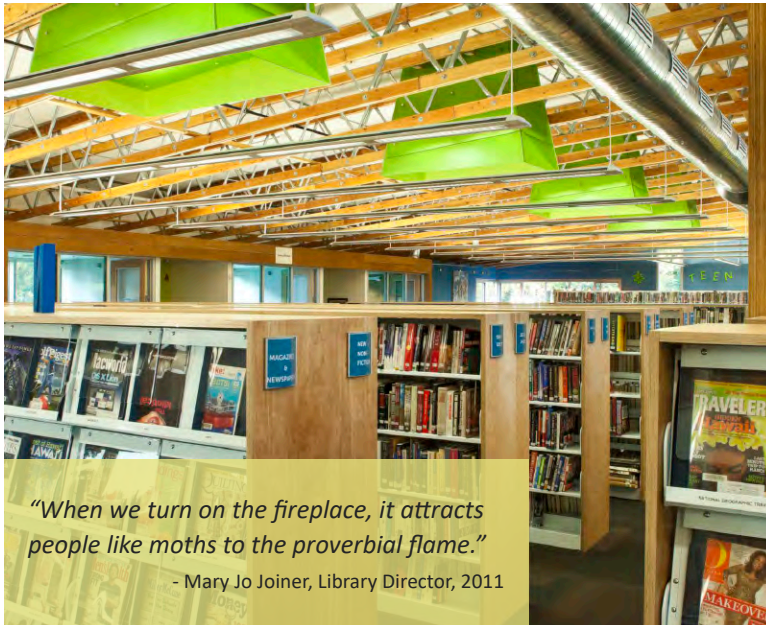
Services Provided: Full Architectural/Engineering Services, FF&E

Size: 23,500 SF

Construction Cost: \$12.5 M

Key Personnel: ECI-Brian Meissner, Principal in Charge; Mary Knopf, Interior Designer; AMC Engineers-Mark Langberg, Lead Mechanical Engineer; Ken Ratcliffe, Lead Electrical Engineer

Reference: Archie Giddings, Public Works Director, City of Wasilla, agiddings@ci.wasilla.ak.us, (907) 373-9010



Similar Project Experience: Kenai Community Library

The design for the Kenai Community Library expansion and renovation project is elegant and simple. It consists of a fairly pure and rectilinear addition to the existing library and was constructed in a cost-efficient manner while referencing the architecture of an Alaska subsistence and commercial fishing community. A successful melding of the library's message, architecture, and landscape create a sense of place and experience unique to Kenai. An emphasis was placed on warm, welcoming interior materials. Included in the project is the creation of two community multipurpose rooms that can be combined into one large event space. The central circulation desk provides the staff with views to all areas, including the teen corner.

Relevance: The Kenai Library is similar to the Unalaska Library project as it pertains to scope and size, energy, and operational efficiency. The library program included flexibility in spaces for different age groups. The site includes parking and ties into very similar community surroundings. ECI also provided a complete interior furniture, fixture, and equipment services and installation coordination.

Responsive Design: One of the goals of the project was to ensure that all of the various components of the building function in harmony with one another. The new and existing portions of the building are connected visually through the use of interior windows.

These interior windows connect the user to the beautiful surrounding landscape, making the building feel spacious and connected to the broader outdoor environment.

Energy Efficiency: The facility includes an excellent thermal envelope and plenty of added daylighting. A major highlight is low-tech, low-cost, and easy to maintain systems. The design team used a system of custom-designed tubular skylights to bring natural light and offer bold architectural expression into the main stack area. Tubular skylights were also employed within some of the windowless existing spaces (staff areas and restrooms) to offer abundant natural light. This improves the staff working environments and reduces the electrical lighting load.

Services Provided: Full Architectural/Engineering Services, FF&E

Size: 10,000 SF Addition; 10,000 SF Renovation

Construction Cost: \$6.1 M

Key Personnel: ECI-Brian Meissner, Principal in Charge/Project Manager; Mary Knopf, Interior Designer; AMC Engineers-Mark Langberg, Lead Mechanical Engineer

Reference: Mary Jo Joiner, Library Director, City of Kenai, mjoiner@kenai.city, (907) 283-4378



Homer Public Library Carrels & Reading Bar



Kenai Community Library Circulation Desk

References for similar projects

Please refer to the references listed on the previous project pages.

Describe a situation where you provided the best design although it was not what you or your client initially wanted

Brian Meissner has a dentist phobia dating back to his childhood in Nevada. So when he sat in the dental chair above the site for the Homer Public Library, he was shaking with fear. The visit wasn't for dental treatment. Rather, it was a response to a request made at a public meeting. The dentist wanted the design team to avoid impact to her patients' view from the chair. She invited Brian to her dental office, sat him in the chair, and moved her drill into place. She pointed to her view across Kachemak Bay to the mountains and said, "don't change that view." Because of this input the library floor plan was rotated several degrees to save the view from this dental chair.

To everyone's surprise, this simple rotation gave birth to one of the most iconic spaces in the Homer Library, the entry sequence that locals nicknamed "the spyglass." The rotation brought the spyglass on axis with Grewingk Glacier. It also shifted the fireplace area downhill towards the corner of the site. In addition to improving the view from the library, it made the library more visible from the highway. The rotation also:

- » Created an internal ramp down to the fireplace area, lined with Friends' book sale shelves;
- » Created "seating stairs" and a hearth in the fireplace area, which expanded capacity for guest lectures;

- » Created the vertical offset that allows persons seated at the "reading bar" to view Kachemak Bay overtop the carrels known as "the confessionals."

What started as a scary request from a dentist/community member has become a lesson learned—public process is an important part of a community project and you never know whose voice might impact the final design.

Library lessons learned—what worked and did not work

The ECI staff proposed for this project have designed and administered construction of six Alaskan libraries over the past 15 years and have completed Pre-Development for an additional three libraries. Our team loves to visit those libraries to see how they are being used. As designers, we often check in with our librarians to find out what works and what doesn't work long after a library has opened. Our most powerful feedback came from the new Library Director of the Homer Public Library when she took over for the librarian with whom we co-designed the facility. She noted that while she loves the library, operations have changed so that the staff area now feels too isolated from the circulation desk. She also noted that the coat rack in the children's area, a 1% for Art project, drives librarians crazy because it is attached to a steel column and can be loud when bumped.

Equally powerful was a conversation Brian had at an AkLA (Alaska Library Association) Conference with five of our librarians, plus the Ketchikan librarian. Here are some highlights about what worked and what didn't work in our libraries:



Wasilla Public Library Children's Library



Nome Richard Foster Building Library

- » **Staff Areas:** The Homer staff area is too far removed from the circulation desk and doesn't allow line of sight from one to the other. By contrast, the staff area in Wasilla balances direct line of site from a standing position while maintaining staff privacy in a seated position.
- » **Teen Areas:** The Homer teen area blends into the reference area and doesn't have a strong identity, whereas the Kenai teen area has a strong identity, gives teens a sense of ownership, and allows teens to see who is coming and going from the library.
- » **Reading Carrels:** We knocked it out of the park with design of reading carrels in Homer. There are at least six different types of reading experiences in Homer, each suited to certain moods and times of day. This makes it easy for patrons to find a special place that feels like their own.

Best contractor/engineer relationship on a past project, contracting mechanism, and how the relationship benefited the owner

Construction contracting mechanisms for ECI's previous library projects have been evenly split; three were delivered using the traditional design/bid/build methodology and three were delivered using a construction manager/general contractor (CM/GC). Surprisingly, the three design/bid/build projects had slightly lower change order rates, likely because each featured a local contractor with strong ties to the community. Not one of the six projects had a design-related change order rate greater than 1.5%, which speaks to having contractors who care about quality and a design team who treats the contractor fairly. It also speaks to our staffing approach to the construction phase: our project manager/architect,

in this case Karen Zaccaro, will be the main point of contact fielding questions during construction and Brian Meissner, principal in charge, will deal with all issues regarding cost and schedule. This helps reduce elements of stress by keeping money issues separate from the job of asking and answering questions during construction.

The City of Nome is similarly remote to Unalaska, therefore Nome's Richard Foster Building is perhaps the best example to highlight here. For Nome, we used a version of CM/GC often referred to as 'best value.' The contractor was selected based on a written proposal that accounted for 50 selection points and a full bid that accounted for the other 50 points. The bid was based on specifications plus 95% core/shell drawings and 65% interior buildout drawings. This early bidding enabled the project to gain a full season's advantage by procuring materials before design completion and getting them on the last barge of the summer. It also benefited the owner and design team by adding contractor review during design completion, which led to cost savings on material selections and improved coordination of the drawings.

Sample floor plan and detail sheet similar to this project

Of our six completed libraries, the Kenai Community Library, also a renovation and expansion project, is the most similar to Unalaska's existing library. The project was larger than the Unalaska Library, at approximately 20,000 SF, but included all of the same program components. Please refer to the stamped floor plan and detail sheet at the end of this SOQ, after resumes.

Section 3: Narrative Work Plan

ECI’s methodology for accomplishing the Unalaska Public Library Improvements is based on our understanding of the project’s requirements and our familiarity completing library projects of similar size and scope.

Phase III Pre-Design Work Plan:

1) Concept Design (2 months)

- a) Review Pre-Development documents. In collaboration with Library Director, develop list of design questions to be answered.
- b) Deploy site team for survey and geotechnical investigation.
- c) Develop options for how and where to expand the library, including an exploration of whether to relocate the restrooms.
- d) **Concept Workshop:** 4-day workshop to decide how and where to expand the library.
- e) Perform detailed mechanical/electrical/structural condition survey and confirm as-built drawings/dimensions. Spend time with maintenance staff reviewing what works and what doesn’t work with other City buildings.
- f) **Bi-weekly teleconferences with Library Staff** to refine the concept floor plan.
- g) Develop concept layout, massing model and early renderings for preferred expansion.
- h) Develop conceptual cost estimate.

2) Schematic Design (2-1/2 months)

- a) **Schematic Kickoff Workshop:** 4-day workshop to confirm the concept design and discuss the look and feel of the library renovation and expansion.
- b) **Weekly GoToMeetings with Library Staff** focusing on one specific area during each meeting.
- c) Develop schematic level drawings and outline specifications.
- d) Develop schematic design cost estimate.
- e) **Schematic Design (35%) Presentation.**

“Our experience in working with Brian Meissner and Karen Zaccaro on this team has been a reminder to us on how it feels to do it right. Thank you for your high standards in personnel.”

- Jay-Brant General Contractors, Homer Public Library, 2006

Written and/or visual content demonstrating past efforts and in achieving desired results

Throughout this proposal we’ve included images of our completed library projects as a way to demonstrate past creative efforts. Each of these libraries is uniquely suited to its community and designed from the inside out—from custom-designed signage to materials that blend with the surrounding landscape. Every design starts as a simple sketch on tracing paper using a large pen. We quickly push the ideas into a modeling program called Sketchup that reveals how the interior ideas for the library are translated into building form. This also allows us to quickly show what the sketches will look like in 3-D, with bookshelves and furniture. As we move forward into Pre-Design the imagery will rapidly start to look more realistic. We’ll transition to a visualization program called Lumion that allows us to quickly generate realistic renderings. We’ll show ‘fly around’ and ‘fly through’ movies at the public workshops in Unalaska. A recent example of a fly through video of a visitor center we’re designing in Valdez can be found here: https://youtu.be/t49_9UVNlko

Public and staff input during the design process

We approach public process as a drumbeat rhythm of community workshops and meetings. Since it’s not easy to get to Unalaska, we’ll want to make the most out of every successful landing. To that end, we’ve organized the Work Plan above to include a pair of multi-day workshops during Pre-Design in addition to a regular rhythm of GoToMeetings with staff. Each of the multi-day workshops will have an agenda that looks like this:

- » **Monday:** arrive on noon flight; meeting with Library Director and Library Advisory Commission in the afternoon; Public Workshop in the evening
- » **Tuesday:** meet with Library Staff in the morning; develop sketches in the afternoon; City Council presentation in the evening
- » **Wednesday:** debrief with Library Director in the morning; design charette in the Multi-purpose Room in the afternoon
- » **Thursday:** develop sketches and model; Open-House with drawings pinned up at the Library in the evening
- » **Friday:** return to Anchorage



Seward Community Library Museum Stacks



Statewide Library, Archives & Museum

After Pre-Design, we shift into taking ‘laps around the building,’ increasing the level of detail during each lap. This phase of work involves regular GoTo-Meetings with staff during which we tackle specific topics. During one meeting we’ll develop design of the children’s area, during the next we’ll design the library stacks, and so on. After all spaces have been worked through, we take another lap through the spaces at a finer level of detail. Some items, such as the circulation desk, will take multiple meetings to finalize. Public meetings after Pre-design shift to a process of presentation and feedback. A typical visit after Pre-Design will look like this:

- » **Monday:** arrive on noon flight; meeting with Library Director and Library Advisory Commission in the afternoon; public presentation in the evening
- » **Tuesday:** meet with Library Staff in the morning; develop sketches in the afternoon; City Council briefing in the evening with a focus on schedule and budget
- » **Wednesday:** debrief with Library Director in morning; return to Anchorage

During the Pre-Development phase, despite well-attended community meetings, we sensed an opportunity for more feedback from persons who couldn’t participate in the public meetings. Therefore, we’ve asked Holly Spoth-Torres to help facilitate a broader outreach using a blog to communicate the latest version of the design. She’ll also develop an online survey to ask questions of community members that might not be heard in public forums. We deployed similar tools during design of the Seward Community Library Museum and the Statewide Library Archives and Museum.

Balancing glitzy features that are expensive to maintain over the long term

In 2016 ECI started an in-house lunch program that we call “never again.” When a project is complete, the lead designer is asked to tell the rest of our staff what worked, what created challenges during construction, and what design elements they will never specify again. These meetings serve as a reminder that glitzy stuff marketed by vendors doesn’t always suit the end goal.

For example, the Homer Public Library was designed during the early excitement of LEED (Leadership in Energy and Environmental Design) and during the last days of fluorescent lighting. The resulting lighting design uses very little energy and has beautiful fixtures, but it also requires maintenance staff to stock six different types of lamps. We learned about the challenges of relamping during a post-construction visit to Homer. By contrast, the Kenai Community Library, which benefited from Homer’s lessons learned, uses two types of lamps that are readily available.

Our “never again” lunches also serve as a reminder to staff that we aren’t chasing design awards. That’s not to say our projects don’t receive design awards; all of our libraries have received awards. However, we are much more interested in the awards that librarians give libraries, plus other awards that come from unexpected places. We’d rather see our work in the *American Libraries* magazine than in *Architectural Record*. We were humbled to discover last year that the Homer Public Library is listed as one of the 19 best public libraries in America by Fodors Travel: www.fodors.com/news/photos/19-best-public-libraries-in-america

Building upon the pre-development process and leveraging it for maximum benefit

The Pre-Design process is quite different from Pre-Development. During Pre-Development, ECI was working on behalf of the Foraker Group and Rasmuson Foundation, with a primary goal of right-sizing the Unalaska Library so that it is fundable and sustainable. The most important documents that came out of Pre-Development were the space list and project budget. As we move into Pre-Design, the design will become much more visual, with drawings as opposed to words carrying most of the focus. This will be reflected in our tools (we'll shift from simple sketches into a robust building modeling program called Revit) and in our presentations (we'll start using renderings and movies to relay design intent). The most important documents that come out of Pre-Design will be floor plans, renderings, and an outline specification that will serve as the basis-of-design for the rest of the project.

The Pre-Design process includes two distinct phases: **1) Concept Design**, in which the public and staff make decisions on where to expand the library and how it will be laid out; **2) Schematic Design**, in which the public and staff determine what the expanded library will look like, both inside and out. The process for each is quite different.

Moving forward, several questions that arose during Pre-Development will need to be answered by the public and staff and balanced within the budget:

1. Should the bulk of expansion dollars be put toward one large addition at the south, or should funds also construct smaller infills such as study rooms at the west?
2. Should a new enclosed entry be constructed to simplify the entry sequence, allowing better staff oversight of the entry, creating an improved visitor experience, and a better place for patrons to await rides?
3. How can the landscape and, in particular, views to the eagle's nest and fox dens be celebrated in the site and building design?
4. Should the circulation desk be moved to a more central location, perhaps as an island, which would create better access for patrons and better control of the library proper, but slightly decrease control of the area in front of the meeting room and restrooms?

"... I have never seen such a willing partner to excel and advance the project and to consistently make sound decisions that are focused on project goals and successful delivery of services."

- Kim Mahoney, Statewide Library, Archives & Museum, 2011

5. The location of the existing restrooms is a hindrance to oversight of the foyer and meeting room. Relocation would allow the circulation desk to be rethought, creating better oversight of the entire facility. At the outset of Pre-Design, the functional gains of a restroom relocation should be weighed against the cost.

Workload/Resources

ECI will have no difficulty designing the Unalaska Library Improvements in the desired timeframe. Brian, Mary, and Karen have delivered six previous libraries on time, most with tighter schedules than this, and are able to call upon our full staff of 16 professionals to help meet deadlines.

The biggest challenge to completing Unalaska work on time is travel logistics to gather stakeholder input and design data. It's expensive to fly to Unalaska and flights are often canceled or delayed. We've learned several lessons from our half dozen recent trips to Unalaska, Sand Point, and elsewhere in the Aleutians:

1. Have a contingency plan, such as a GoToMeeting hosted by the library, in case flights are canceled (and always test the GoTo connection before the trip).
2. Be prepared to speak to the City Council via teleconference in case of flight cancellation, with slides sent ahead of time to the Library Director.
3. When scheduling and rescheduling flights, limit the number of designers whose schedule we are trying to work around because there will be plenty of constraints on the part of key Unalaska staff. Determine which engineers can travel later and/or utilize data gathered by someone else.
4. Bring extra work because cancellation of a return flight often means several extra days in Unalaska.
5. When flights are cancelled, find ways for City staff to gather enough data to keep the project moving forward.
6. Laugh at the complications and enjoy the weather because Unalaska is beautiful.

Brian Meissner, AIA, PMP, LEED AP

Role

Principal in Charge

Registration

Architect, State of Alaska: A-10780

Residency

Anchorage, Alaska

Project History - 20 Years of Experience

Brian's commitment to client groups has repeatedly been demonstrated on community buildings throughout Alaska. Brian's projects are recognized for their constant commitment to honest, timeless, budget-conscious, and sustainable architecture. He has a natural ability to orchestrate consensus among stakeholders to achieve buy-in and define project direction. During Pre-Design, Brian's greatest strength is being able to hear and react to public comments, making constituents feel they've been heard. During construction, Brian's greatest strength is his ability to listen to the contractor, hear concerns, and deal with tough situations in a non-confrontational way. Brian received specific training in PMI's project management course and has met criteria to receive certification as a Project Management Professional (PMP). The son of a librarian and co-lead designer for a half dozen Alaskan libraries, Brian is ideally suited to lead the design team for the Unalaska Library Improvement project.

Education

Bachelor of Science in Cultural Geography, University of Nevada, Reno

Master of Architecture, University of British Columbia

Northern Design Post-Graduate Course, University of Alaska Anchorage

Organizations & Accreditations

U.S. Green Building Council (LEED AP)

Project Management Institute (PMP)

American Institute of Architects (AIA)



Chair, UAA Honors College Advisory Board

References

Nathan Duval, City of Valdez, (907) 835-5478

Kim Mahoney, UAA Facilities, (907) 786-4912

Tom Moran, Nome City Manager, (907) 443-6600

Relevant Experience, Alaskan Libraries

- » Anchor Point Public Library Pre-Development
- » Homer Public Library
- » Kenai Community Library
- » Nome Richard Foster Building (Museum & Library)
- » Seward Community Library/Museum
- » Statewide Library, Archives & Museum, Juneau
- » Sutton Community Resource Center Pre-Development
- » Unalaska Library Pre-Development
- » Wasilla Public Library

Relevant Experience, Rural Alaskan Community Buildings

- » Alaska Center for Environmental Studies Master Plan, Kachemak Bay
- » Alaska Department of Fish & Game Headquarters, Kodiak
- » Beach Lake Trails Center
- » Camp Fire Alaska – Camp K at Kenai Lake
- » Kawerak Early Head Start/Head Start, Nome
- » Kodiak Community Pool
- » Mount Edgecumbe Aquatic Center, Sitka
- » Pratt Museum Pre-Development, Homer
- » South Denali Ranger Contact Center & K'esugi Ken Visitor Center
- » Valdez Kelsey Dock Interpretive Center

ECI ARCHITECTURE DESIGN STRATEGY

Karen Zaccaro, AIA, NCARB, LEED AP, ALEP

Role

Project Manager/Project Architect

Registration

Architect, State of Alaska: A-13383

Residency

Girdwood, Alaska

Project History

Karen has over 18 years architectural design experience in Alaska. Her passion is creating public and non-profit community spaces that support the growth and health of individuals and their communities. She is active in the community and is an adept advocate and facilitator in public forums and with state and municipal agencies.

Karen takes the responsibility of guiding projects to stay within budget while keeping the highest standards. She is an excellent project manager who identifies the strengths of her team members and helps them maintain high standards, efficient workflows, and clear communication throughout every stage of a project. She has substantial experience designing high functioning and flexible spaces guided by integration of specific program functions and technology including libraries, classrooms, community cultural centers, and early childhood learning spaces. Her strengths are keeping the big picture in focus while making sure all of the details are well coordinated.

Education

Bachelor of Arts, Sociology and Child Development,
San Jose State University

Bachelor of Architecture, University of Arizona

Northern Design Post-Graduate Course, University of
Alaska Anchorage

Organizations & Accreditations

Association for Learning Environments: Accredited
Learning Environments Planner (ALEP)

American Institute of Architects

ECI ARCHITECTURE DESIGN STRATEGY



References

Marguerite La Riviere, Library Director, City of Nome,
(907) 443-6600

Barbara Dubovich, CampFire AK, (907) 257-8806

Eric Hershey, SOA Department of Transportation &
Public Facilities, (907) 269-0869

Relevant Experience

- » CampFire Alaska – Camp K at Kenai Lake; programming and development of a phased master plan for a kids’ summer sleep-away camp.
- » Homer Public Library; public library, children’s library, and community spaces and first civic building in the State to achieve LEED Silver Certification.
- » Kawerak Early Head Start/Head Start, Nome; two new classroom addition and remodel of existing four classrooms to support Early Head Start and Head Start Programs.
- » Little Bears Playhouse (community non-profit childcare center); programming and schematic design including capital campaign support and site acquisition.
- » Nome Richard Foster Building; a new library, museum, and cultural gathering space.
- » South Denali Ranger Contact Station and K’esugi Ken Visitor Center; contact station and interpretive center for the State of Alaska South Denali State Park.
- » Unalaska Library; Pre-Development support through the Rasmuson Foundation and Foraker Group.
- » Wasilla Public Library; public library, children’s library, and community place.

Mary Knopf, FASID, LEED AP BD+C

Role

Interior Design & Furniture, Fixtures, & Equipment

Registration

NCIDQ-6424

Residency

Anchorage, Alaska

Project History – 35 Years of Experience

Mary is a Principal at ECI and the head of ECI's interior design department. Her career has focused on education, retail, office, hospitality, healthcare, and public spaces. She practices sustainable design, an extensive knowledge of products, and materials that create healthier living and working environments. She invests extra time so that the client is completely satisfied with the selection of interior finishes that are pleasing and appropriate to their function. Her greatest strength is creating environments that are safe, inspiring, and highly functional. As a recognized leader in the industry, Mary has extensive experience preparing project analysis reports, programming, space planning, furniture and equipment bid packages, custom millwork, finishes, fixtures and equipment, and specifications.

Education

Bachelor of Arts, Interior Design, Cum Laude,
Washington State University

Organizations & Accreditations

Alaska Professional Design Council (APDC)
Anchorage Athena Society, Chair Scholarship
American Society of Interior Designers (ASID) Fellow
Building Owners & Managers Association (BOMA)
Board Member
Construction Specifications Institute (CSI),
Construction Documents Technologist
Institute for Human Centered Design/Adaptive
Environments
National Council for Interior Design Qualification
(NCIDQ)
National Association of Women in Construction
(NAWIC) Certified Construction Associate

ECI ARCHITECTURE DESIGN STRATEGY



U.S. Green Building Council LEED Accredited
Professional, Building Design + Construction
Washington State University Interior Design Advisory
Board

References

Kim Mahoney, UAA Facilities, (907) 786-4912
Tanci Mintz, Formerly SOA, Division of General
Services, (907) 242-1044
Travis Miller, SOA Department of Transportation &
Public Facilities, (907) 465-8139

Relevant Experience, Alaskan Libraries

- » Homer Public Library
- » Kenai Community Library
- » Nome Richard Foster Building (Museum &
Library)
- » Seward Community Library/Museum
- » Soldotna Library Furnishings
- » Statewide Library, Archives & Museum, Juneau
- » Wasilla Public Library

Relevant Experience, Rural Alaskan Community Buildings

- » Alaska Department of Fish & Game
Headquarters, Kodiak
- » Camp Fire Alaska – Camp K at Kenai Lake
- » Kawerak Early Head Start/Head Start, Nome
- » Little Diomedea K-12 School Renovation
- » Mount Edgecumbe Aquatic Center, Sitka
- » Napaskiak K-12 School
- » Savoonga K-12 School
- » South Denali Ranger Contact Center & K'esugi
Ken Visitor Center
- » Valdez Kelsey Dock Interpretive Center

Robert Lund

From: Karen Zaccaro <KarenZ@ecialaska.com>
Sent: Tuesday, September 18, 2018 1:35 PM
To: Robert Lund
Cc: Brian Meissner
Subject: Unalaska Library: Fee Proposal for Concept and Schematic Design
Attachments: 2018_0918 Unalaska Library - Fee ProposalR1.pdf

Robert,

Please find attached our fee proposal worksheet for the concept design and schematic design tasks outlined in the Phase III Pre-Design Workplan on page 6 of our Statement of Qualifications.

We are proposing a total fee of \$163,451 for this scope as a Time and Expense not-to-exceed fee.

Note that we did include two opportunities for community input during concept design and we also caught a small math error in the cells that changed the final number slightly from the draft I sent earlier today.

Please let us know if you have any questions or would like to discuss.

Many thanks,
Karen



Karen M. Zaccaro, AIA, LEED AP
Architect

3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503
907.565.5008 d | 907.561.5543 o | 907.382.0607 c
www.ecialaska.com

Professional Services Fee Proposal

Client City of Unalaska
 Project Unalaska Library Improvements
 ECI # 18-xxxx
 Terms: Time and Expense
 Date: 9/18/2018 - Final copy



		\$175	\$160	\$145	\$105	\$0	\$0		\$135	\$115	\$190	\$198	\$160	\$175	\$95			
		Principal / Arch V	Interior Designer	Project Manager / Architect IV	Designer II			ECI Subtotal	Huddle Public Involvement	Huddle Landscape Architect	AMC Mechanical	AMC Electrical (blended rate)	PND Structural (blended rate)	PND Civil (blended rate)	Tonsina Cost Estimator - Ken	Subconsultant Subtotal	Admin Markup	
110	Phase 3: Pre-Design																	
	Prep	8		2				\$ 1,690								\$ -	\$ -	
	Concept Workshop 1	24		16				\$ 6,520								\$ -	\$ -	
	Concept Design	8		40				\$ 7,200								\$ -	\$ -	
	Concept Workshop 2 & Conditions	24		0				\$ 4,200			16	16	16			\$ 8,760	\$ 876	
	Final Concept Design	8		40				\$ 7,200								\$ -	\$ -	
	Project Blog / Survey Monkey / PR	2		4				\$ 930	32	16						\$ 6,160	\$ 616	
	Schematic Design Workshop	40		32				\$ 11,640								\$ -	\$ -	
	Schematic Design	24		48	60			\$ 17,460		32	40	24	24	24		\$ 24,060	\$ 2,406	
	Cost Estimate	8		2				\$ 1,690							48	\$ 4,560	\$ 456	
	Final Schematic Report	4		16				\$ 3,020								\$ -	\$ -	
		150	0	200	60	0	0	\$ 61,550	32	48	56	40	40	24	48	\$ 43,540	\$ 4,354	\$ 109,444
120	Phase 3: Site Investigation							\$ -										
	Geotechnical Explorations (inc expenses)			8				\$ 1,160						\$ 17,690		\$ 17,690	\$ 1,769	
	Topographic Survey (inc expenses)			4				\$ 580						\$ 15,625		\$ 15,625	\$ 1,563	
								\$ -								\$ -	\$ -	
		0	0	4	0	0	0	\$ 1,740	0	0	0	0	0	0	0	\$ 33,315	\$ 3,332	\$ 38,387
	LABOR SUBTOTAL	150	0	204	60	0	0	\$ 63,290	32	48	56	40	40	24	48	\$ 76,855	\$ 7,686	\$ 147,831
	Expenses																	
	ECI Travel Expenses (reimbursable at cost)							\$ 9,950								\$ -	\$ -	\$ 9,950.00
	Mech/Elect/Struct Travel Expenses (1 trip each)							\$ 5,670								\$ -	\$ -	\$ 5,670.00
TOTAL ESTIMATED SERVICES																	\$	163,451

CITY OF UNALASKA

Consultant Agreement

Unalaska Public Library Improvements

FILE NO. 15101

Prepared By:

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

TABLE OF CONTENTS

I.	Agreement	
II.	Scope of Services	Exhibit "A"
III.	Contract Schedule	Exhibit "B"
IV.	Fee Proposal	Exhibit "C"

AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 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 the **Unalaska Public Library Improvements Project**, 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 **Unalaska Public Library Improvements Project**.

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 **Time and Expense Not to Exceed Total Fee of \$163,451**. 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 Utilities 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 Contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor agrees to maintain “claims made” coverage for a minimum of two years after project completion.
- G. If the contractor employs subcontractors to perform any work hereunder, the contractor 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 three (3) years 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, DPW Director

To Consultant:
Brian Meissner, Principal Architect

City of Unalaska
Box 610
Unalaska, Alaska 99685

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 **August 21, 2018 and September 17, 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 _____, 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

The Consultant will work with the City to complete the **Unalaska Public Library Improvements Project**,

In general accordance with the narrative work plan in the statement of qualifications dated **August 21, 2018** and the proposal dated **September 17, 2018** attached.

CITY OF UNALASKA

Unalaska Public Library Improvements

EXHIBIT "B"

CONTRACT SCHEDULE

Completion date is **March 15, 2019**.

CITY OF UNALASKA

**EXHIBIT "C"
FEE PROPOSAL**

Fee Proposal dated **September 17, 2018** attached.