

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-72

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HDL ENGINEERING CONSULTANTS, LLC TO PERFORM THE CAUSEWAY CULVERT REPLACEMENT PROJECT (PW19B) DESIGN FOR \$65,415

WHEREAS, the Causeway Culvert Replacement Project was identified in the 2013 Hazard Mitigation Plan; and

WHEREAS, the Causeway Culvert Replacement Project is an approved component of the CMMP; and

WHEREAS, funding has been appropriated for the design and construction of the Project; and

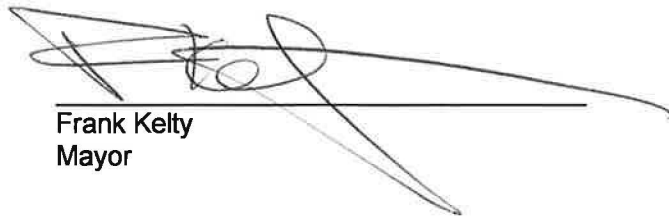
WHEREAS, HDL Engineering Consultants, LLC, an experienced design firm, has been awarded the design of the Captain's Bay Road & Utilities Project; and

WHEREAS, economies of scale can be achieved by awarding the design of the Causeway Culvert Project to HDL Engineering Consultants, LLC; and

WHEREAS, funding exists in the Project's budget to award the design to HDL Engineering Consultants, LLC.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with HDL Engineering Consultants, LLC to perform the Causeway Culvert Replacement Project (PW19B) design for \$65,415.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on December 11, 2018.



Frank Kelty
Mayor

ATTEST:



Marjie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director, Department of Public Works
Through: Thomas Thomas, City Manager
Date: December 11, 2018
Re: Resolution 2018-72: Authorizing the City Manager to enter into an Agreement with HDL Engineering Consultants, LLC to perform the Causeway Culvert Replacement Project (PW19B) design for \$65,415

SUMMARY: Resolution 2018-72 will award the design of the Causeway Culvert Replacement Project to HDL Engineering Consultants, LLC for \$65,415. The purpose of the Project is to replace the aging metal culverts under the section of East Broadway Road that bisects Unalaska Lake to reduce the chance of catastrophic failure along one of our most heavily trafficked roads as well as to improve fish habitat.

PREVIOUS COUNCIL ACTION: Council funded this Project via the FY2019 Capital & Operating Budget Ordinance 2018-04, approved and adopted on May 22, 2018. Council has taken no other action on this Project.

BACKGROUND: Pages 7-8 of the City's Hazard Mitigation Plan, dated December 4, 2013, recommends the City work to "Improve water circulation along two sections of Unalaska Lake" to alleviate flooding and the potential for environmental and property damage. Currently, the existing metal culverts that allow drainage from Dutton Lake (that portion of Unalaska Lake on the North side of East Broadway) and the surrounding watershed into Unalaska Lake are old, rusted, and showing signs of collapse. Dutton Lake and the stream feeding into it have been documented by the Alaska Department of Fish & Game as anadromous and supporting fish habitat and spawning.

DISCUSSION: The project consists of design and permitting for the replacement of the culverts in FY2019, and performing the in-water road construction in FY2020. Resolution 2018-72 will award the Design of the Project to HDL Engineering Consultants, LLC (HDL). HDL was awarded the design of the Captain's Bay Road & Utilities Project via a Request for Qualifications. Because this Project is similar in nature to the Captain's Bay Road work, Staff requested a proposal from HDL for the design in lieu of letting another RFQ. The City Manager approved sole-sourcing the work to HDL as a cost savings measure in terms of staff hours that would be spent drafting, advertising, and scoring proposals received in response to an RFQ. It is also in the City's best interest to coordinate the design and construction of these two transportation infrastructure projects; utilizing the same project engineer will achieve that goal.

ALTERNATIVES: Council could choose to postpone this work or not award the work at all. However, to avoid problems associated with the failure of an important drainage culvert, acting to remediate the problem sooner rather than later is highly prudent.

FINANCIAL IMPLICATIONS: The Project's Budget (MUNIS PW19B) is able to support this Award. The Engineering & Architectural Line Item is funded at \$68,500 as of this writing.

LEGAL: Not applicable; this award complies with the City's Purchasing Policy.

STAFF RECOMMENDATION: Staff recommends awarding the design to HDL Engineering Consultants, LLC for \$65,145 via Resolution 2018-72.

PROPOSED MOTION: I move to approve Resolution 2018-72.

CITY MANAGER COMMENTS: I recommend approval of Resolution 2018-72.

ATTACHMENTS:

Exhibit A: Sole Source Memorandum

Exhibit B: Proposal from HDL Engineering Consultants, LLC

Exhibit C: Consultant Agreement



MEMORANDUM

TO: Thomas Thomas, City Manager

CC: Clay Darnell, Finance Department Director

FROM: Robert Lund, City Engineer Digitally signed by Robert Lund
DN: cn=Robert Lund, o=Department of Public Works, ou, email=rlund@ci.unalaska.ak.us, c=US
Date: 2018.11.19 09:18:49 -09'00'

DATE: November 19, 2018

SUBJECT: Sole Sourcing Request – HDL Engineering Consultants, LLC – Causeway Culvert Replacement DPW Proj. No. 19202

The Department of Public Works (DPW) requests sole sourcing approval for engineering services for the Causeway Culvert Replacement Project (the Project) from HDL Engineering Consultants, LLC (HDL) per their attached time and expense proposal for professional services dated September 19, 2018, for \$65,415.

For procurement of professional services over \$20,000 the Purchasing Policy Article 4. Professional Services a. Source Selection allows a solicitation for Requests for Proposals through (B) 2. Article 4. also allows a statement of qualifications and qualifications based selection in sections c. Statements of Qualifications and e. Award where DPW may negotiate price with the most qualified offeror.

DPW proposes selection of HDL for the Project based on the results of a Request for Qualifications process followed for a similar heavy civil engineering project Captains Bay Road & Utilities Improvements DPW Project No. 19201 in April-June 2018. DPW received 3 Statements of Qualifications during that process and recommended award to HDL which was subsequently approved by council. Regan Engineering declined interest in the Project due to other obligations, so we would not expect more firms to offer Statements of Qualifications for the Causeway if a new solicitation was made.

Both designs are substantially similar. Also, should construction occur at the same time the Causeway project would severely impact haul of materials from the Ugadega Quarry to Captains Bay Road, so they should be coordinated to the extent practicable.

DPW appreciates your consideration of this Sole Sourcing Request. Please indicate your decision below and return this document to me for our files if disapproved and for backup for the Council Resolution and Purchase Requisition if approved.

- Approved
- Not Approved

City Manager  Date 11-19-18



September 19, 2018

Robert Lund, P.E., City Engineer
City of Unalaska
P.O. Box 610
Unalaska, AK 99685

RE: Proposed Scope and Cost
DPW Project PW19B - Iliuliuk Causeway Culvert Replacement

Dear Mr. Lund:

HDL Engineering Consultants, LLC (HDL) is pleased to present this scope letter to the City of Unalaska for engineering services for the replacement of three failing culverts. The three culverts are located in the causeway that separates Iliuliuk Lake and Unalaska Lake, between the intersections of East Broadway Avenue with Lake Drive and Dutton Road. The scope is in accordance with the Request sent by email on August 9, 2018.

SCOPE OF WORK

TASK 1—PRELIMINARY ENVIRONMENTAL REVIEW/PERMITTING

HDL’s environmental staff will research readily available information regarding existing environmental resources located within and adjacent to the project corridor. A project stakeholder list will be developed to streamline the project scoping process. We highly recommend early scoping of the resource agencies to ensure an efficient permitting process. A project scoping letter will be drafted to each resource agency with jurisdiction over sensitive resources documented during the development of the preliminary environmental overview. The preliminary scoping letter, environmental overview, and reference figures will be used during scoping to determine permitting requirements for the proposed improvements.

Deliverables associated with this task will include:

- Project stakeholder list
- Preliminary environmental overview
- Agency outreach letter
- Record of agency feedback regarding level of permitting required

Assumptions. The following assumptions were used in developing the scope for this task:

1. Environmental field work will not be necessary during this phase of the project.
2. Draft permit applications will not be developed during this phase of the project.
3. Agency consultation will take place via email and phone conversations.

CIVIL
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ENVIRONMENTAL
SERVICES

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& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

REAL ESTATE
SERVICES

TASK 2—GEOTECHNICAL REVIEW

HDL's Geotechnical Services group will review the existing geotechnical information from previous investigations. They will work with the design team to identify the geotechnical challenges associated with alternatives considered and provide potential solutions.

The results of the geotechnical review will be included in the Preliminary Engineering Report (PER). A summary of existing geotechnical data will be provided in the PER. The PER will detail the geotechnical considerations of the options considered and provide recommendations for further geotechnical evaluation, if appropriate.

Assumptions. The following assumptions were used in developing the scope for this task:

1. Soil borings or test pits are not included in this scope of services. Additional geotechnical evaluation may be needed after a preferred alternative is selected.

TASK 3—PRELIMINARY HYDROLOGICAL AND HYDRAULIC ANALYSIS

Desktop Investigation and GIS Mapping

HDL will complete a desktop investigation of the area to identify major inflow and outflow points in the Unalaska Lake/Iliuliuk Lake basin. Elevation datasets will be obtained from USGS as well as state and local agencies. A watershed analysis will be performed using existing Geographical Information Systems (GIS) databases to delineate drainage basins and identify existing drainage patterns. Data collected from the desktop work will be used to verify the watershed analysis.

Determining Design Criteria

HDL will characterize the existing conditions at the Iliuliuk Causeway culverts. We will first perform a hydrologic analysis to calculate discharges at inflow points for the 2-year, 10-year, 50-year and 100-year recurrence intervals. Secondly, tide data will be analyzed to determine the maximum tidal range at the Iliulik Causeway. Our findings will be supplemented with local knowledge of seasonal water level fluctuations in Unalaska Lake and Iliuliuk Lake.

Hydrologic and Hydraulic Report

HDL will use the findings of the desktop investigations and hydrologic analysis to develop up to three replacement culvert alternatives. A hydraulic analysis will be performed for the culvert alternatives using applicable modeling software, such as USACE HEC-RAS and FHWA HY-8. The culvert alternatives will be evaluated for their ability to address site-specific hydraulic conditions as well as ADOT&PF design criteria. Additionally, the analysis will consider the relative fish passage performance of each alternative. The findings of the hydrologic and hydraulic analyses will be presented in a Hydrologic and Hydraulic (H&H) Report. Advantages and disadvantages for each alternative will be discussed in this report.

Assumptions. The following assumptions were used in developing the scope for this task:

1. A field investigation will not be necessary to perform the work for this task. If field work becomes necessary we can add it by amendment.

TASK 4—PRELIMINARY ENGINEERING REPORT

HDL will prepare a preliminary engineering report (PER) to include the following:

- A discussion on the existing conditions;
- Current design standards to be followed;
- Evaluation of up to three alternatives;
- Preferred alternative discussion;
- Discussion on erosion and sediment control requirements;
- Summary of the H&H analysis;
- Evaluation of the existing soil conditions;
- Traffic overview;
- Assessment of the existing right-of-way (ROW) and any potential ROW needs;
- Review of the existing utilities and potential conflicts;
- Evaluate work zone traffic control;
- Evaluation of structural section requirements for the roadway;
- A preliminary rough-order-of-magnitude construction cost estimate for the proposed alternative;
- Summary of the environmental commitments/potential permitting needs;
- Evaluate the need for structures needed;
- Evaluation of maintenance considerations;

We will prepare a set of preliminary design drawings for the preferred alternative and include them with the PER. These drawings will present the proposed improvements at an approximate 35 percent level. These plans will be useful for discussion and reference as the project moves into the next phase.

Assumptions. The following assumptions were used in developing the scope for this task:

1. A maximum of three alternatives will be evaluated for the culvert replacements.
2. HDL's survey group has reviewed the provided CAD drawing of the East Broadway Causeway. The drawing appears complete and contains topographic data, ROW and property lines, pipe inverts, and water depths sufficient to support this proposed preliminary engineering effort. If additional topographic survey is needed it can be added by amendment.

SCHEDULE

Assuming award of the contract by the end of October 2018, and allowing one week for processing of a contract, we should be able to complete this scope of work by January 15, 2019.

COST

We propose to provide the aforementioned services on a time and expenses basis for a cost not to exceed **\$65,415** as detailed on the attached worksheet. A separate fee proposal will be prepared for completing final bid documents once the City chooses a preferred alternative.

Thank you for your confidence and we look forward to working with you on another important project. Please contact me if you have any questions.

Sincerely,

HDL ENGINEERING CONSULTANTS, LLC



David Lundin, P.E.
Principal / Civil & Environmental Engineer

attach: Cost Worksheet, dated 9/19/2018 (5 pages)

CITY OF UNALASKA
Consultant Agreement
Causeway Culvert Replacement Project
FILE NO. 19202

Prepared By:

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

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AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2018 by and between **HDL Engineering Consultants LLC**, (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 **Causeway Culvert Replacement 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 **Causeway Culvert Replacement 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 Material **Not to Exceed Total Fee of Sixty Five Thousand, Four Hundred Fifteen Dollars (\$65,415)**. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to cost of labor and expenses for 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, its employees, officers, and elected officials from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of Engineer while performing under the terms of this Contract.

City shall defend and save harmless Consultant, its employees and officers from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of the 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

Consultant agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment

of additional compensation, to disclose, reproduce and use such documents for this project

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 two (2) 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
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Consultant:
David W. Lundin, P.E., President
HDL Engineering Consultants, LLC
301 West Elmwood Avenue
Palmer, Alaska 99645

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 September 19, 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.

HDL ENGINEERING CONSULTANTS, LLC

CITY OF UNALASKA, ALASKA

By: _____
David W. Lundin, President

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 December, 2018, by David W. Lundin, P.E., President of HDL Engineering Consultants, LLC, an Alaska Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ____ day of December, 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 **Causeway Culvert Replacement Project** per the Consultant's Proposal dated September 19, 2018 attached. Tasks awarded under this Agreement are as below.

- Task 1 Preliminary Environmental Review/Permitting
- Task 2 Geotechnical Review
- Task 3 Preliminary Hydrologic al and Hydraulic Analysis
- Task 4 Preliminary Engineering Report

CITY OF UNALASKA

Causeway Culvert Replacement Project

EXHIBIT "B"

CONTRACT SCHEDULE

Schedule is as defined on Page 4 of 4 of the Consultants September 19, 2018 Proposal attached.

CITY OF UNALASKA

**EXHIBIT “C”
FEE PROPOSAL**

The Consultant will work with the City to complete the Causeway Culvert Replacement Project per the Consultant’s Proposal dated September 19, 2018 attached. Tasks and fees awarded under this Agreement are as below.

Task 1	Preliminary Environmental Review/Permitting	\$ 8,730
Task 2	Geotechnical Review	\$ 5,265
Task 3	Preliminary Hydrologic al and Hydraulic Analysis	\$16,380
Task 4	Preliminary Engineering Report	<u>\$35,040</u>
		\$65,415