



Request for Proposals

for

Professional Consulting Services for the City of Unalaska Planning Department

for

Rental Market Study Services

Prepared by:

City of Unalaska, Planning Department

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Table of Contents

I.Statement of Qualifications General Requirements	1
A. PROJECT DESCRIPTION SUMMARY	1
B. CONTRACT TERM	1
C. PROJECT FUNDING & BUDGET	1
D. PROJECT ADMINISTRATION & COMPLIANCE	1
E. GENERAL TERMS & CONDITIONS	2
II.Scope of Work	2
A. GENERAL INFORMATION	2
1. Project Overview and Purpose	2
2. Deliverables	2
3. General Expectations:	3
III.Selection Process	3
A. STATEMENT OF QUALIFICATIONS REQUIREMENTS	3
1. Title Page and Transmittal Letter	3
2. Understanding and Methodology. (Weight 25%)	3
3. Experience & Qualifications. (Weight 30%)	4
4. Workload, Resources and References. (Weight 30%)	4
5. Price Proposal. (Weight 15%)	4
B. FINAL STATEMENT OF QUALIFICATIONS EVALUATION PROCESS	4
C. CONTRACT AWARD	5
IV.Insurance Requirements	5
V.Quote Due Date and Transmittal Requirements	7
VI. Additional Information	7
APPENDIX A: Scope of Work, Term, And Compensation	8

I. Statement of Qualifications General Requirements

A. Project Description Summary

Residential Housing and Commercial/Industrial Rental Market & Vacancy Study

This description is provided for general informational purposes only and is not a substitute for site inspection and completion of other necessary due diligence by interested respondents. In preparing their proposal respondents must make their own independent assessment of the conditions and shall not solely rely on any representation, description, or diagram provided by the City.

The City of Unalaska Department of Planning (“Department”) is seeking proposals from qualified firms to provide professional consulting services to develop, administer, and evaluate the results of a residential and commercial/industrial property rent survey. The rent study should collect and analyzes terms, conditions, and market trends pertaining to monthly rent rates for residential housing and commercial/industrial properties located in Unalaska. City of Unalaska will use the rent survey to evaluate the current monthly rent schedules of various city-owned properties as well as for strategic planning for future housing and commercial/industrial development.

The Department intends to enter into a professional services contract with the consultant selected by this request for proposal (“RFP”) process. Background information, scope of work, proposal contents and format, consultant selection criteria, and insurance requirements are included in this RFP.

B. Contract Term

The contract term will be from date of award through project completion as defined by this RFQ.

C. Project Funding & Budget

Proposers shall express their fee in a fee schedule to include all labor, materials, transportation costs, meals, lodging, and other miscellaneous consultant expenses. A final scope of work and not-to-exceed fee will be negotiated after the top-ranked firm has been tentatively selected. If the negotiations with the top-ranked firm are not satisfactory to the City, the City reserves the right to terminate negotiations and commence negotiations with the second-ranked firm, and so on.

The City is not liable for any costs incurred by the proposer prior to issuance of an approved contract. All costs incurred as a result of responding to this RFP are the sole responsibility of the proposer.

D. Project Administration & Compliance

In an effort to maintain the expected level of services and ensure that the Consultant is fulfilling all duties and reporting requirements, City will assign William Homka, Assistant City Manager, City Administration or upon notification, other designee as Contract Administrator for this project.

E. General Terms & Conditions

Attached to this RFQ are documents required for this project (ATTACHMENT A). Consultants should carefully review all these attachments. The selected Consultant is expected to comply with these requirements and will be required to execute a contract for final award.

II. Scope of Work

A. General Information

The section is not intended to define contract requirements but instead to provide information and describe project intent. The summary of the project allows interpretation of how the individual Contract Provisions fit into the complete contract.

1. Project Overview and Purpose

The purpose of this Request for Proposals (RFP) is to obtain Consultant services for the provision of Market Study Services for the City of Unalaska (City), Planning Department (Planning). Responsive and responsible consultants are to provide a market study identifying market rental rates for apartments and homes of various sizes, representative of housing costs faced by residents of Unalaska. Additionally, the study should include a similar study, reviewing the rental market rates of industrial and commercial properties as described in the Deliverables section below.

2. Deliverables

This RFQ is to solicit for a qualified consultant who is expected to provide data collection and analysis services to City. The scope of work to be performed by the successful consultant at a minimum is expected to include:

- Residential Housing:
 - Create and administer a survey seeking monthly rent rates, tenant expenses, terms, and policies regarding security deposits, furnishings, wait lists, pets, smoking, etc. In addition, collect data pertaining to the size of the unit, laundry facilities, and type of parking.
 - Near-term expectations to increase unit rents or change lease terms, and allow the survey respondent to state concerns or opinions regarding the Unalaska rental housing market.
 - Collect and analyze monthly rent rates for the various types of residential housing. Initial property owner or manager contact by telephone with respondents given the option of providing information verbally or by e-mail.
 - Analyze residential housing data to determine the range of monthly rent rates by housing type, tenant expenses, security deposits, rent restrictions, wait lists, etc.
 - Contact Aleutian Housing Authority to discuss their rental units and programs as related to Unalaska housing.
 - Contact employers to identify the percentage that provide their staff with stipends or vouchers for housing, and what percentage of relief is provided.
 - Review a residential housing database provided by the City of Unalaska.
 - Initiate contact with owners and/or managers of residential properties and request rental data pertaining to monthly rents, terms, conditions, and anticipated trends.
 - Inspect a majority of the residential rental housing inventory available for private and employee housing.

- Report findings and conclusions regarding the various types of residential housing that comprise the Unalaska rental market

- Commercial/Industrial:
 - The commercial/industrial property survey should include monthly lease rates, expense allocation, lease term, renewal clause, rent escalation, vacancy rates and anticipated rent increases. Lastly, it should offer the property owners, managers, and tenants the opportunity to state concerns or opinions pertaining to the Unalaska commercial/industrial rental market.
 - Initiate contact with owners and/or managers of commercial/industrial properties and request data pertaining to lease rates, terms, conditions, and anticipated trends. Initial property owner or manager contact by telephone with respondents given the option of providing information verbally or by e-mail.
 - Inspect a majority of the commercial/industrial property inventory available for lease including Office, Retail, Warehouse, Special Purpose, and Yard Storage.
 - Analyze commercial/industrial rent data to determine the range of lease rates, tenant expenses, term of lease, rate escalation, renewal clause, etc.
 - Report findings and conclusions regarding the commercial/industrial market of Unalaska

3. General Expectations:

The City prefers to award a contract to one full-service firm to conduct the data collection and analysis. Proposers must provide detailed information on the firm's methodology in meeting the scope of work requirements as identified. Describe the overall approach to include any special considerations which may be envisioned. The Contractor will furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary to complete the scope of work. Contractor is responsible for the management of the project.

III. Selection Process

A. Statement of Qualifications Requirements

Statements of Qualifications will be no more than **10 pages** long excluding letter of transmittal, resumes, title page(s), and index/table of contents. Provide the following information in your Statement of Qualifications:

1. Title Page and Transmittal Letter

Include the number and title of the RFP, the name of your firm, name of the contact person, address, telephone and fax number, email address and date of submission. Transmittal letter must be signed by whomever (provide their title) has authority to bind the company.

2. Understanding and Methodology. (Weight 25%)

Consultants are asked to submit concise Statements of Qualifications describing their capacity and success market study type projects on behalf of local governments. The Statements of Qualifications should include a clear outline of how the firm would conduct the data collection and analysis as well as the firm's ability to fully and effectively convey the information to the City Council.

3. Experience & Qualifications. (Weight 30%)

Consultants should provide descriptions of the project and how their firm will work with City in preparing and conducting rental market surveys, and subsequent analysis of collected data. This section shall include the applicant's approach to survey preparation, community outreach activities, planning, organization, and management. Describe experience related to completing successful rental market studies or other such housing market studies, discussing the following:

- Alaska Firms automatically receive 2 points in this category
- Firm/staff experience with market studies,
- Project approach,
- Ability to facilitate outreach activities,
- Demonstrated ability to provide comprehensive and innovative analysis,
- Identify the relevant and specific experience of any subcontractors that may be used,
- Provide a descriptive list of market rate studies conducted. This list should identify:
 - The status of any past market rate studies;
 - The type of study and client identification with points of contact;
 - The staff members who worked on the project and their roles; and
 - Whether projects were completed on time and on budget. Include information which reflects the project budget and schedules in comparison to the final costs and completion dates and how any changes in work, scope, or budget were handled.

4. Workload, Resources and References. (Weight 30%)

Provide the names and qualifications of the proposed project team. Discuss both current and potential projects the firm is contemplating as well as the current and potential time commitments of your proposed project team. Describe two projects accomplished by the proposed personnel which are similar in concept and scope. Provide client names, project administrator, and complete contact information (include email addresses) for the projects. References should be available to provide detailed information on your firm's performance and capabilities.

5. Price Proposal. (Weight 15%)

Provide a lump sum cost to prepare a single market rent study in the City of Unalaska. This should include itemized travel expenses, all miscellaneous charges applicable in performing indirect costs, such as copying, telephone, supplies, etc. The cost proposal shall also provide a current fee schedule including staff that would likely be involved in the market study implementation; the prices on which shall be fixed for a period of not less than 24 months. **The fee proposal will be evaluated for its relative value.**

B. Final Statement of Qualifications Evaluation Process

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Proposers may be asked to clarify their Statements of Qualifications during the evaluation process. Each Statement of Qualifications will be given a numerical score and then ranked. The Statement of Qualifications with the lowest total ranking (highest scoring) will be selected for contract negotiations.

The procedure will involve the following steps:

- The City of Unalaska receives Final Statements of Qualifications; separates Technical and Price Proposals.
- Evaluation Team evaluates technical items according to established criteria (see earlier section of this RFQ), assigns scores for major evaluation factors, and sums an overall technical score for each Proposer’s Technical Proposal.
- Price Proposal is publicly opened; price is combined with Technical Proposal score according to the method described below:

Evaluator No. _____ Proposer			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	25		
Experience & Qualifications	30		
Workload, Resources and References.	30		
Price Proposal	15		
Rank _____ Grand Total			
*Point Guide: Outstanding (10 points) Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points) Unacceptable (0 or 1 point) No scores using numbers 2, 5 or 9			

- Evaluation Team reviews scores and forwards evaluation to the City Manager.
- City Manager makes his recommendation to the City Council.

C. Contract Award

The City of Unalaska will negotiate with the highest scored Proposer to execute a contract. If needed, negotiations will be within the scope of the RFP and limited to those items, which would not have an effect on the ranking of Statements of Qualifications. If the negotiation process is not successful, City may choose to terminate the negotiations and continue the process with the next ranked Proposer. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract.

IV. Insurance Requirements

Prior to award, insurance must be secured and maintained for the risks and in the amounts specified below:

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, Insurance shall be placed with companies rated “Excellent” or “Superior” by A.M. Best Company 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.

The City, its employees, agents, and officials, both elected and appointed, 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. Where allowed or available, contractor's insurance shall be primary and not seek contribution from any other insurance maintained by the required additional insured.

Prior to commencement of the work, the contractor shall furnish certificates to the City on a standard ACCORD form, in duplicate, evidencing the Insurance policy provisions required hereunder are in force. Acceptance by the City of deficient evidence does not constitute a waiver of contract requirements. The contractor shall furnish the City with certified copies of full 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. .
5. If work involves use of a drone, aircraft, Aircraft or drone 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 has the right to negotiate increases of deductibles subject to acceptable financial information of the policyholder.

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.

All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not allowed or available, the contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.

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 certificates of insurance on a standard ACCORD form to the City. This requirement is applicable to subcontractors of any tier.

Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of Intent to Award.

V. Quote Due Date and Transmittal Requirements

Seven complete copies of qualifications and proposals must be submitted to the Office of the City Clerk by **5 P.M. local time, April 14, 2023**. Email proposals may be accepted. It is the respondent's sole and independent responsibility to timely submit their proposals and respondents assume the risk of delays in delivery of mail or delay or interruption of facsimile transmissions. Note that mail service to Unalaska is regularly delayed due to bad weather. The City may, in its sole discretion, relax or extend the submission deadline if reasonably deemed necessary in the interest of justice and fair administration of the project.

The qualifications and proposals must be in a package clearly marked UNALASKA RENT STUDY RFP and submitted to:

Office of the City Clerk
City of Unalaska
43 Raven Way
P.O. Box 610
Unalaska, AK 99685

Or emailed to mveeder@ci.unalaska.ak.us & emagdaong@ci.unalaska.ak.us with the email subject:

[Name of Firm] – City of Unalaska Rent Study RFP

Emailed quotes will be accepted before and on the published date, and until the time specified, and must be submitted in a single email no larger than 15 megabytes.

VI. Additional Information

Additional information will be posted to the City of Unalaska website for download at: <https://www.ci.unalaska.ak.us/RFPs>

APPENDIX A: Scope of Work, Term, And Compensation

I. Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between [Consultant], (hereinafter called "Consultant"), and the **CITY OF UNALASKA** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render cultural resources consultant services for the preparation of Rental Market Rate Study; 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 **Exhibit A – Project Proposal** of this Agreement.

2. Performance

Consultant agrees to perform the work described in **Exhibit A- Project Proposal**; 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 A – Project Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit A – Project Proposal**.

3. Fee

After issuance of a “Notice to Proceed” and 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 A** of this Agreement for a **Total Fee of \$[To be determined]**. The amount payable to the Consultant shall not exceed **\$[To Be Determined]**, except when Consultant has documented billable hours due to weather or other uncontrollable factors causing transportation delays, without the prior written approval of the City.

4. Payments

City agrees to make 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. Invoices submitted by Consultant must reference services performed as shown on the Cost Summary table on **Page [x] of Exhibit A**. City may, at its option, withhold ten percent (10%) from each 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 Total Fee of \$[To Be Determined]**. The Total Fee is based on the distribution of the Total Fee between tasks set forth in **Exhibit A**. The portion of the 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**. If final deliverables are not completed by **[Date To Be Determined]**, Consultant must submit an invoice to City for services performed and costs incurred to that point.

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

The Consultant shall indemnify and hold harmless the City from and against any claim of, or liability for, negligent acts, errors, and omissions of the Consultant under this Agreement. The Consultant is not required to indemnify or hold harmless the City for a claim of, or liability for, the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

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 **Planning Director** 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. This clause does not confer or grant any right to City or third party to re-use or re-sell any patented or copyrighted work or documents. The City agrees to defend, indemnify, and hold Consultant harmless from any claims or lawsuits arising out of related to the re-use of Consultant's work by the City.

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.
- 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. Where allowed or available contractors insurance shall be primary and not seek contribution from any other insurance carried by the additional insureds. 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, on a standard ACCORD form, 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 full insurance 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.
 5. If work involves use of a drone or aircraft, Aircraft or drone 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 \$100,000 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 allowed or 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 certificates of insurance on a standard ACCORD form 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 six (6) months from the date first shown above. The agreement may be extended by the mutual written agreement of the 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

Planning Department
c/o Thomas Roufos, Associate Planner
City of Unalaska
P. O. Box 610
Unalaska, Alaska 99685

To Consultant

NAME
Company Name
Company Address
Company Address Line 2

Either party may change the addresses hereinabove specified 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 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]

[Consultant’s Representative]
[Title]

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ____ day of [Month], 2023 by [Name], member of [Name], a(n) [State] limited liability company, on behalf of the limited liability company.

Notary Public, State of Alaska
My Commission Expires _____

CITY OF UNALASKA

William Homka
Acting City Manager

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Chris Hladick, Acting 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 _____