



Request for Qualifications

Unalaska Public Library Improvements

DPW Project No. 15105

Prepared by:

**City of Unalaska
Department of Public Works**

PO Box 610
Unalaska, Alaska 99685

July 10, 2018

TABLE OF CONTENTS

1.0 INTRODUCTION	1.1
1.1 PROJECT BACKGROUND AND SCOPE	1.1
<hr/>	
2.0 SCOPE OF SERVICES	2.4
2.1 PHASE III – PRE-DESIGN.....	2.5
2.2 PHASE IV – DESIGN.....	2.6
2.3 PHASE V – CONSTRUCTION SERVICES	2.6
2.4 PROJECT TEAM	2.6
<hr/>	
3.0 DESIGN DELIVERABLES.....	3.7
3.1 DOCUMENTS.....	3.7
<hr/>	
4.0 SELECTION PROCESS	4.8
4.1 EVALUATION AND AWARD PROCESS	4.8
4.2 CONDITIONS	4.9
4.3 SOQ DUE DATE AND TRANSMITTAL REQUIREMENTS.....	4.10
4.4 DOCUMENT REQUIREMENTS.....	4.10
<hr/>	
5.0 EVALUATION FACTORS.....	5.11
5.1 PROFESSIONAL QUALIFICATIONS.....	5.11
5.2 EXPERIENCE AND REFERENCES	5.12
5.3 NARRATIVE WORK PLAN	5.12
<hr/>	
6.0 REFERENCES	6.14
6.1 REFERENCES INCLUDED	6.14

Request for Qualifications – City of Unalaska
Unalaska Public Library Improvements

LIST OF ATTACHMENTS

Attachment A	Library Photo Tour and Architectural Plans and Elevations
Attachment B	DRAFT Consulting Services Agreement
Attachment C	Evaluation Score Sheet
Attachment D	Link to References

LIST OF ACRONYMS

A&E	Architectural and Engineering
ARC-GIS	Aeronautical Reconnaissance Coverage Geographic Information System
ASFM	Alaska State Fire Marshal
CAD	Computer Aided Drafting
cc	Copy Correspondence
CMMP	Capital Improvements and Major Maintenance Project
DPW	Department of Public Works
E.g.	Exempli Gratia (For Example)
PDF	Portable Document Format
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
USFWS	United States Fish and Wildlife Service
WW2	World War 2

1.0 INTRODUCTION

This is a RFQ by the City of Unalaska Department of Public Works for A&E design services for the Unalaska Public Library Improvements Project (the Project). All questions about this RFQ are to be directed only to the City Engineer and by cc to the City Librarian:

City of Unalaska - Department of Public Works
Robert Lund, P.E. City Engineer
rlund@ci.unalaska.ak.us
907-581-1260

City of Unalaska – Unalaska Public Library
Karen Kresh, MLIS City Librarian
kkresh@ci.unalaska.ak.us
907-581-5060

Interpretations or clarifications considered necessary by the City of Unalaska in response to such questions will be issued by Addenda. Addenda will be emailed to all registered potential Respondents and also posted on the City of Unalaska website:

<http://www.ci.unalaska.ak.us/rfps>

To be added to the registration list published on the City of Unalaska website send an email to:

lgregory@ci.unalaska.ak.us

1.1 PROJECT BACKGROUND AND SCOPE

The following is not intended to be a comprehensive scope or to limit design including innovative and alternative considerations. Rather it is intended to communicate the City of Unalaska's understanding of the Project at this early phase.

The City of Unalaska has about 4,500 permanent residents and supports the largest seafood industry in the U.S. in terms of tonnage. During various seafood processing seasons, the total population may swell to more than 8,000 due to an influx of transient employees hired to work for the seafood processors. The construction environment in Unalaska is challenging. There are no special physics in Unalaska but frequent hurricane force winds, strong seismic forces, high ground snow loads, wind driven

Request for Qualifications – City of Unalaska

Unalaska Public Library Improvements

precipitation, corrosive marine conditions and geographical remoteness demand site specific planning, design and construction considerations.

The present day Unalaska Public Library serves residents and the transient worker population. Transient workers use the facility for services that are unavailable at their place of employment or residency. The existing facility was designed in 1996 and built in 1999. Since then, there have been drastic changes in technology, in the community, in Library use and the Library's collections and services. As a result of these changes, the current facility's design and layout does not fully meet the changing needs of the community. An enhancement and improvement of the Unalaska Public Library building and services has been listed as a Capital and Major Maintenance Plan Project (CMMP) by the City Council. A photo tour and existing condition drawings are included in **Attachment A**.

The Project was accepted into a Pre-Development Program by the Foraker Group in 2017; their services are funded by the Rasmuson Foundation at no cost to the City of Unalaska. Subsequently an architect hired by the Foraker Group conducted the Pre-Development Program in close coordination with the City Librarian, Library Staff and the community. They provided concept designs, cost estimates and a final report to City Council in early 2018. The Pre-Development Program, Phase I of the Project, considered and proposed solutions to address many of the following perceived needs:

- Expansion and improvement of the children's collection space and library programming space, including furnishings and design that create an enriching and inspiring space.
- Easy, Juvenile and Young Adult collections located in proximity to one another.
- Improvements to staff sight lines to children's room and other areas.
- Expansion of meeting/program space.
- Addition of study rooms.
- Improvement of the teen area.
- More quiet reading space, light and open layout, and natural light in public areas.
- New tables and chairs throughout public areas.
- Easily accessible and safe electrical outlets in public areas for charging devices.
- Refinements such as 1% for art and donor recognition features.

Request for Qualifications – City of Unalaska

Unalaska Public Library Improvements

- Addition of a family bathroom.
- Improvements to the arctic entry.
- Improvements to staff parking and pedestrian access along Eleanor Drive.
- Maintenance items such as upgrading one of the boilers to accommodate an expansion.

Other considerations included interior paint; flooring; furniture; arrangement of bookshelves to make materials more accessible and attractive to browsers; additional computers/stations; addition of technology that saves space and staff time (e.g. media kiosks, self check-out); adding child-friendly furnishings in the children's room and more defined areas for babies, younger children and tweens; providing teens with their own room where they can work together on school projects or just hang out without disturbing other patrons; replacing the large circulation desk with an ergonomic central workstation with a proper book drop, thereby making the staff more accessible and visible to patrons; or other items that would enhance the finished facility.

At its conclusion, the Pre-Development Program presented three expansion options to the City of Unalaska tailored to fit within the design and construction budget of \$4.5 million. A final decision about the expansion options has not been made by the City of Unalaska.

2.0 SCOPE OF SERVICES

The Project timeline is outlined below.

Phase I Pre-Development	2017	Complete
Phase II A&E Procurement	July 2018	Release RFQ
	September 2018	Hire A&E for scoping, pre-design and 30-35% design
Phase III Pre-Design	Winter 2018	Public and staff meeting(s) / public and staff input process / surveying / geotech / pre-design package / 30-35% design / cost estimate
	February 2019	Present 30-35% design to Council with updated cost estimate through CMMP process
	Spring 2019	Council budget approval of construction phase through CMMP process
Phase IV Design	May/June 2019	Begin full design and permitting
	Fall/Winter 2019	Solicit bids for construction
Phase V Construction	Spring 2020	Begin construction
	Summer/Fall 2020	Grand reopening

2.1 PHASE III – PRE-DESIGN

The Pre-Design stage allows City of Unalaska staff to work with the A&E Firm to complete the Pre-Development and finalize details. Clients like options and this is the time to show off you client services and ability to explain options and provide informed but firm guidance and organization. E.g. from door knobs to carpet selection, mechanical and electrical, existing building condition reports, selection of a final floor plan, contracting mechanism, schedule, coffee shop or not, so that most of the information the A&E firm needs from the public and the City of Unalaska is identified prior to entering full design. This upfront work is intended to minimize scope creep and rework during later phases and ensure a final product of which the community is proud.

We anticipate two site visits to meet with DPW, Library staff and the public. The 30-35% plans will undergo iterative review during this period with other items covered with correspondence records and technical memorandums or narratives. Creative advertisement and sales support of the Project is also anticipated through such means as a poster board at the Unalaska Public Library itself or other mechanisms proposed by the A&E Firm.

The development of an accurate and transparent budgetary estimate is critical to moving this project through the CMMP process and awarding a construction contract. The budget estimate will include all consulting and contractor costs from design through construction administration and inspection services with a 15% mark-up added to contractor costs for contingency. Actual contractor costs are typically higher in Unalaska than the 10% cost index given in available literature against Anchorage. The estimator will have access to limited bid tab information from Unalaska, but otherwise must use their own judgement, experience in Alaska, assumptions about quality of materials employed and advice from DPW to calibrate an inflation of contractor costs to their Unalaska equivalent.

The A&E Firm will enumerate and identify the permits required to execute the Project. The City of Unalaska is not the authority having jurisdiction for any permitting and will apply for and close necessary permits through the A&E Firm. Permits of which we are aware include the ASFM and consulting with USFWS about the proximity of a bald eagle nest on the cliff above the expansion area. There is not a need to address the eagle issue in the SOQ as the City of Unalaska uses a consultant that has addressed the issue in Unalaska multiple times in the past. The eagle chicks fledged around July 9 this year.

The soils investigation should be minor and will address three concerns. The first is the structural suitability of the subgrade for a foundation, the second is the location of bedrock and the third is identification of unforeseen issues such as contamination from the original WW2 facilities. The City of Unalaska does not have the original geotechnical report on file but conversations with the original earthwork contractor indicates similarities with adjoining areas which are sandy beach gravel or cobbles. One of the

expansion options proposes a fill-in/expansion on the south side of the building whose foundation would abut slide rock and boulders below a steep rock slope.

Property survey as-built existing conditions and provide baseline information for staff parking and Eleanor Drive access improvements.

2.2 PHASE IV – DESIGN

During this Phase, the public input portion of the Project is over and the A&E Firm will focus on designing and contracting the work specified during Phase III. Expect 3 to 4 week review periods during Design. The cost estimate will be updated with every iteration.

- 35% plans, specifications, cost estimate and City of Unalaska review
- 65% plans, specifications, cost estimate and City of Unalaska review
- 95% plans, specifications, cost estimate and City of Unalaska review
- Finalized permits
- Bid plans, specifications, project manual and bid services through award
- Conformed drawings

2.3 PHASE V – CONSTRUCTION SERVICES

The nature of the consultant services through construction contracting has not been determined. The following roles may be utilized with some combinations of consultants the City of Unalaska deems most favorable to its own interests:

- Construction management and administration
- Construction back office support
- Construction inspection

2.4 PROJECT TEAM

The City of Unalaska anticipates the following technical support services throughout the Project:

- Architectural
- Civil and structural engineering
- Surveying
- Electrical engineering
- Mechanical engineering
- Geotechnical engineering
- Bald Eagle permitting
- Construction services

3.0 DESIGN DELIVERABLES

Anticipate scoping meetings, technical memoranda and 30%, 35%, 65% and 95% level reviews by the City of Unalaska addressed in the previous sections. Written review responses will be provided and review teleconferences will be held after each iteration or as needed. Employ a methodology for checking of City of Unalaska comments and indicating they were addressed or cannot be addressed.

3.1 DOCUMENTS

Provide a PDF copy of draft documents, bound hardcopies of the final documents, and one PDF copy. PDF files must utilize bookmarks. All drawing files must also be provided in AutoCAD or ARC-GIS and PDF format in 11x17/22x34 plot size.

Provide cost estimates in tabular format.

4.0 SELECTION PROCESS

Only one Statement of Qualifications from any individual, firm, partnership or corporation, under the same or different names, will be considered. Should it appear to the City of Unalaska that any Respondent is interested in more than one Statement of Qualifications for the work contemplated, then all Statements of Qualifications in which such Respondent is interested will be rejected.

This does not preclude a subcontractor from appearing in more than one Statement of Qualifications. However; our recommendation is that the Statements of Qualifications focus on the project management and architectural team rather than other disciplines.

4.1 EVALUATION AND AWARD PROCESS

The Evaluation Team will be appointed by the City Engineer from among City of Unalaska staff. The entire scoring procedure, including Evaluation Team meetings and scoring materials, will be held strictly confidential until after negotiations are concluded.

All Evaluation Team members will be required to certify that they have no conflicts of interest and that they will strictly adhere to the procedures herein described.

- The City of Unalaska receives the Statements of Qualifications.
- Evaluation Team evaluates the Statements of Qualifications according to established criteria.
- The Evaluation Team will schedule and conduct a phone interview with at least the two highest scored Respondents.
- The Evaluation Team re-evaluates the interviewed Respondents according to the established criteria.
- City Engineer reviews final scores and forwards evaluation results to the Director of Public Works.
- Negotiation with the Respondent with the highest scored Statement of Qualifications or, if necessary, the next lower scored responsive Respondent and so on. The Contract will be the Engineering and Related Services Agreement, **Attachment B**. The City of Unalaska will be inflexible with regards to the Contract language. The Scope of Services, Schedule and Fee for Services are negotiable.

Request for Qualifications – City of Unalaska

Unalaska Public Library Improvements

- Director of Public Works forwards evaluation results and the Contract to the City Manager.
- City Manager makes their recommendation to the City Council for Contract award.

The City of Unalaska and the successful Respondent execute the Contract and a purchase order. The purchase order serves as Notice to Proceed.

4.2 CONDITIONS

The City of Unalaska reserves the right to reject any and all Statements of Qualifications and/or to waive any informality in procedures.

This RFQ does not commit the City of Unalaska to award a Contract, or procure or Contract for any services of any kind whatsoever.

The selection of a successful Respondent shall be at the sole discretion of the City of Unalaska. No agreement between the City of Unalaska and any Respondent is effective until the contract is approved by the City Council of the City of Unalaska, signed by the City Manager and a purchase order completed.

The City of Unalaska is not liable for any costs incurred by Respondents in preparing or submitting Statements of Qualifications.

In submitting a Statement of Qualifications, each Respondent acknowledges that the City of Unalaska is not liable to any entity for any costs incurred therewith or in connection with costs incurred by any respondent in anticipation of City of Unalaska City Council action approving or disapproving any agreement without limitation.

Any perception of a conflict of interest is grounds for rejections of any Statement of Qualifications. In submitting a Statement of Qualifications, each Respondent certifies that they have not and will not create and/or be party to conflicts of interest with any City of Unalaska official or employee, including but not limited to any direct or indirect financial gain and/or gratuity or kickback or through unauthorized communication with City employees or officials not listed in this RFQ before the selection process is complete.

Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person or entity.

4.3 SOQ DUE DATE AND TRANSMITTAL REQUIREMENTS

Statements of Qualifications must be delivered to the email addresses below by **2:00 p.m., local time, on August 21, 2018.**

mveeder@ci.unalaska.ak.us; rwinters@ci.unalaska.ak.us

Statements of Qualifications will only be accepted before and on the published date, and until the time specified.

Statements of Qualifications must be submitted in a single email no larger than **5 megabytes**. The email header must clearly identify the Project and the Respondent e.g.

Name of Consulting Firm – Statement of Qualifications for City of Unalaska Public Library Improvements

The City of Unalaska complies with Title II of the American with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Individuals with disabilities who may need auxiliary aids or services or special modifications to participate in the RFQ process should contact the Director of Public Works at 907-581-1260.

4.4 DOCUMENT REQUIREMENTS

Our intent is that the preparation and review of an RFQ is not an overly onerous task. The recommended size of the Statement of Qualifications is about 3-9 pages not including resumes.

One (1) copy of the Statement of Qualifications must be submitted in an electronic PDF file organized with bookmarks and be printable to standard 8.5" x 11" or 11"x17" paper.

5.0 EVALUATION FACTORS

The purpose of the Statement of Qualifications is to evaluate each Respondent's capabilities for efficient execution of the Project. Evaluation criteria and weight are as follows.

<u>Major Factor</u>	<u>Weight</u>
1. Professional Qualifications	[40]
2. Experience and References	[30]
3. Narrative	[30]
Total	[100]

The Evaluation Team will rank each Respondent using a successive integer ranking system for each major factor. An Evaluator Score for each Respondent will be calculated.

$$100 - ((\text{Ranking}_1 \times \% \text{Weight}_1 + \text{Ranking}_2 \times \% \text{Weight}_2 + \text{Ranking}_3 \times \% \text{Weight}_3) - 1) \times 5$$

The Total Score for each Respondent is an average of all of the Evaluator Scores.

The *Evaluation Score Sheet* will be used by the Evaluation Team to score each Statement of Qualifications; **Attachment C**.

5.1 PROFESSIONAL QUALIFICATIONS

The Professional Qualifications section should include:

- A brief description of the number, qualifications and types of key personnel who would serve on this Project including employees and potential subcontractors.
- Identify and furnish resumes of up to three key personnel and subcontractors who will serve in key positions for this project, including specific experience for each person on similar or related projects.
- Billing rates of key personnel in tabular format.

- The location of the home office and the scope of services offered there.
- Any additional information reflecting on the Respondents ability to perform on this Project.

5.2 EXPERIENCE AND REFERENCES

The satisfactory completion of similar projects of equal size and complexity will be an important element in the evaluation.

- Provide information for two (2) projects for which the Respondent has provided services most related to this Project.
- Provide a reference from the above projects that can comment on the firm's professional capabilities and experience. Names, email addresses and phone numbers of individual to contact must be included.
- Describe a situation where you provided the best design although it was not what you (or your client) initially wanted to design.
- Talk about any library projects you have worked on in the past and what you have learned from them. What worked and did not work at a library that you've previously designed?
- Describe your best contractor and engineer relationship on a past project, the contracting mechanism and how that relationship benefited the owner.
- Provide a sealed sample floor plan and a sheet of details similar to this project that was prepared before 2018.

5.3 NARRATIVE WORK PLAN

Describe the methodology the Respondent will use to complete this Project for the City of Unalaska which focuses on Phase III Pre-Design. The Narrative Work Plan will later become the basis of the Scope of Services referenced within the Agreement Exhibit "A", **Attachment B**. However; at this stage, the City of Unalaska is most interested in each Respondent's methodology and a synopsis of the plan to demonstrate understanding of local conditions, rather than a comprehensive work plan.

- Provide written and/or visual content demonstrating past creative efforts and their effectiveness in achieving desired results. Illustrate how the Respondent will creatively approach this Project

Request for Qualifications – City of Unalaska
Unalaska Public Library Improvements

- How do you envision the public and staff input portion of the design process?
- Respond to this question. How do you balance glitzy features that look good on day one, but are expensive to maintain over the long term and do not age well or do not match materials kept in stock? There seems to be a huge difference in what architects and builders value versus what the libraries are able to maintain. For example, light fixtures that look amazing but require expensive replacements that are not readily available and demand a lot of maintenance people to install and maintain.
- Respond to this question. How will your Pre-Design process build on and be different from Pre-Development and how can it be leveraged for maximum benefit for both the A&E Firm and the Owner?
- Provide information about the Respondent's availability and challenges associated with completing the work in the given time frame.

6.0 REFERENCES

The information and descriptions provided are for general informational purposes only and are not a substitute for industry knowledge, site inspection and completion of other necessary due diligence by interested Respondents. Respondents must make their own independent assessment of the conditions and may not rely entirely on any representation, description, or diagram provided by the City of Unalaska in preparing their Statement of Qualifications. Various references are provided for informational purposes only at the below hyperlink as **Attachment D**.

[References](#)

6.1 REFERENCES INCLUDED

- Pre-Development Concept Report and Drawings
- Library As-Builts and Other Drawings and Maps
- Eleanor Drive Drawings
- 2017 Aerial. During Pre-Design an ARC-GIS file will be made available
- Library Statistics
- Bid Tabs

ATTACHMENT A

Library Photo Tour and Architectural Plans and Elevations

Unalaska Public Library Photo Tour
April 2017



Front (Plan North)



Front (Plan North, West End)



Northeast Corner



Southeast Corner



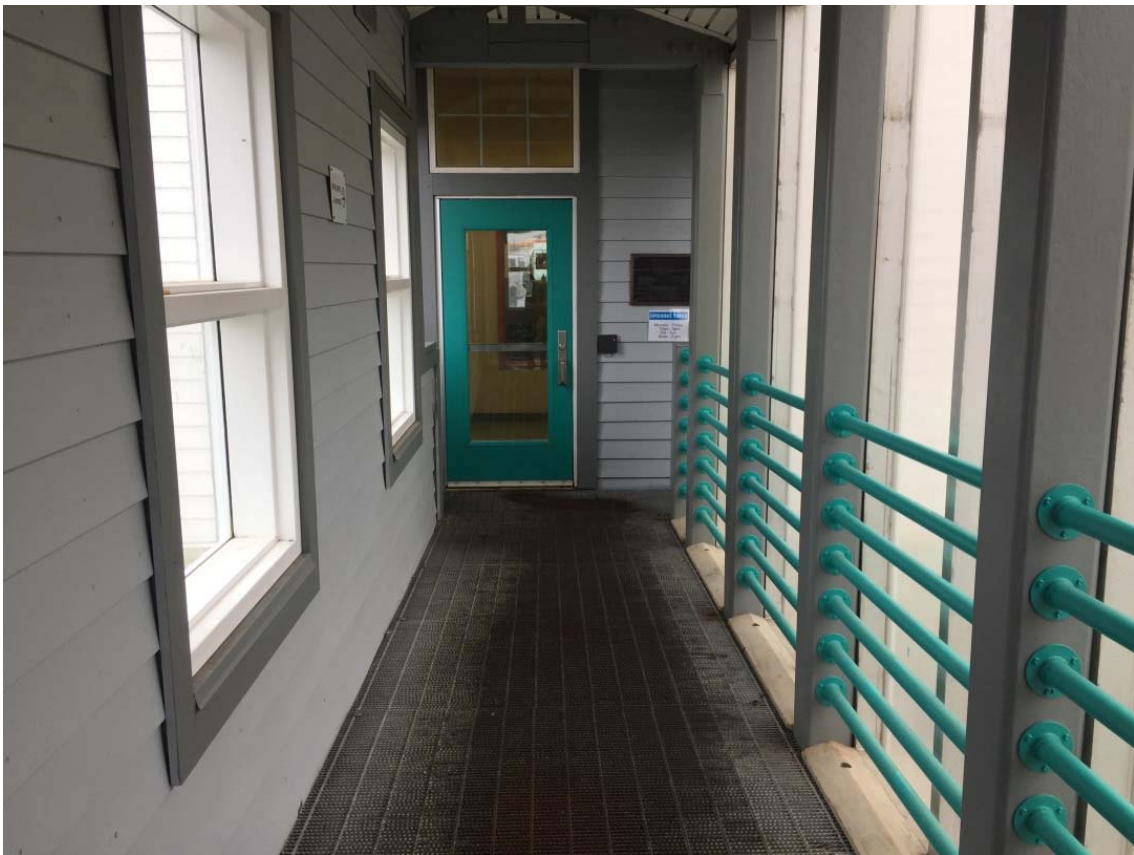
Rear (Plan South, East End)



Rear (Plan South)



Exterior Entrance



Exterior Entrance



Interior Entrance



Restrooms and Hallway (from entrance looking left)



Conference Room (located through door at end of hallway in previous photo)



Circulation/Information Desk



View of library from front door, looking left



View of library from front door, looking right



Periodicals, to right of door



Exterior of Children's Room



Interior of Children's Room



View from Circulation/Information Desk looking towards stacks



View from Circulation/Information Desk looking towards computer room (L) and juvenile area (R)



Juvenile Area



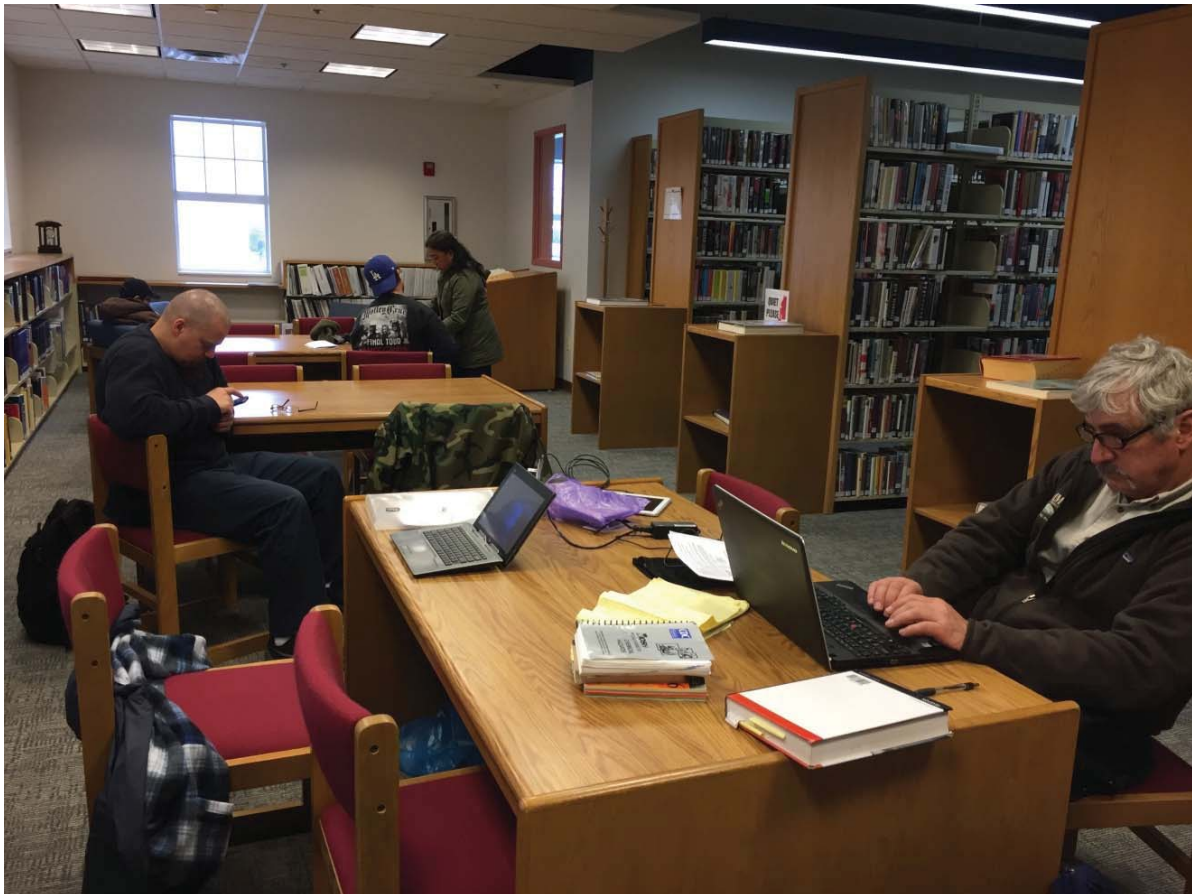
Teen area



Teen area, looking towards Hudson/Alaska Room



Interior of Hudson/Alaska Room



Back of the library behind stacks, between Hudson Room and Children's Room



Exterior of computer room, viewed from juvenile area



Interior of Computer Room



View from Circulation/Information Desk towards staff area



Hallway to staff area



Staff area (librarian's office is door to the right of the sink)



Librarian's Office

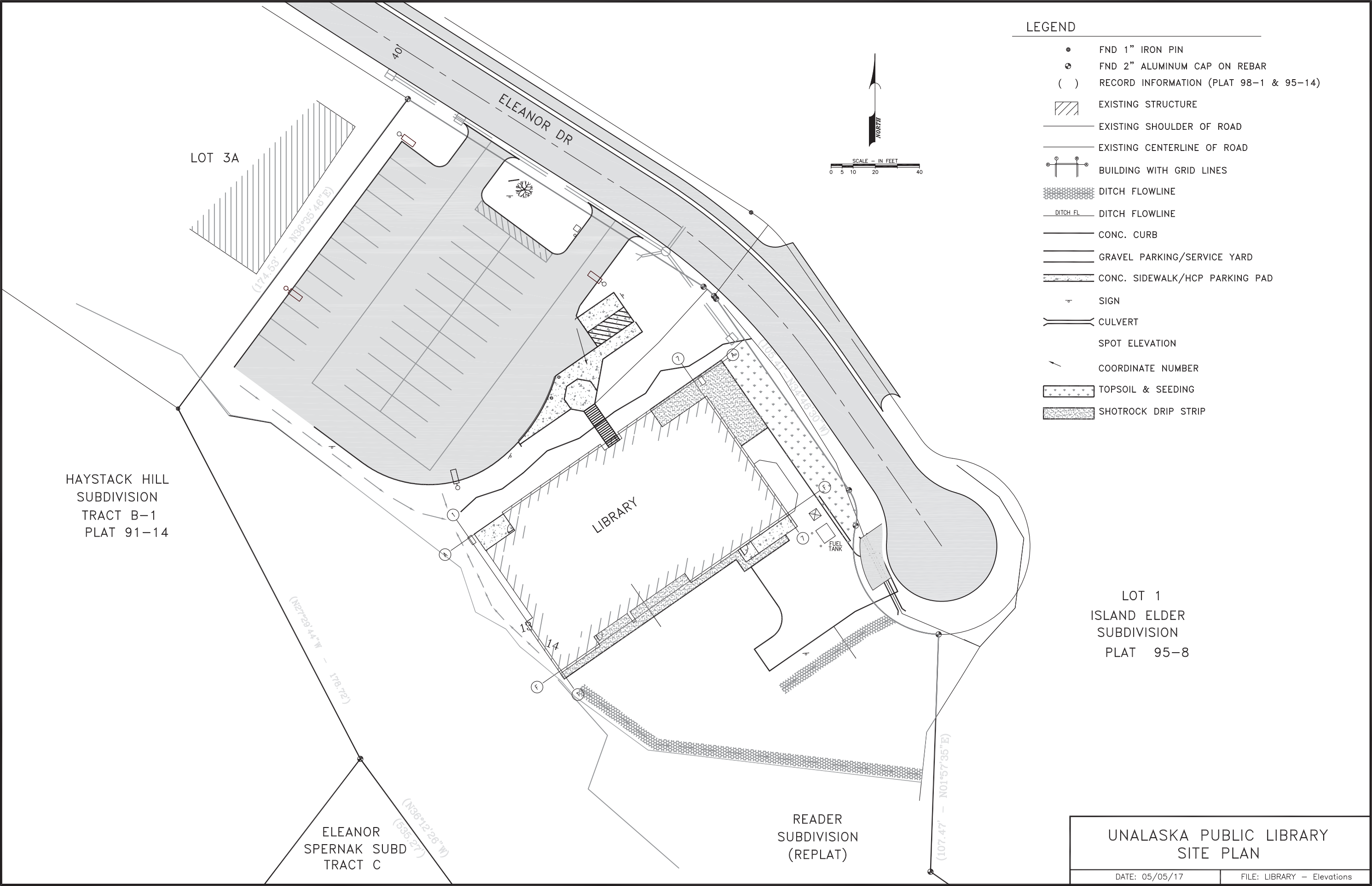


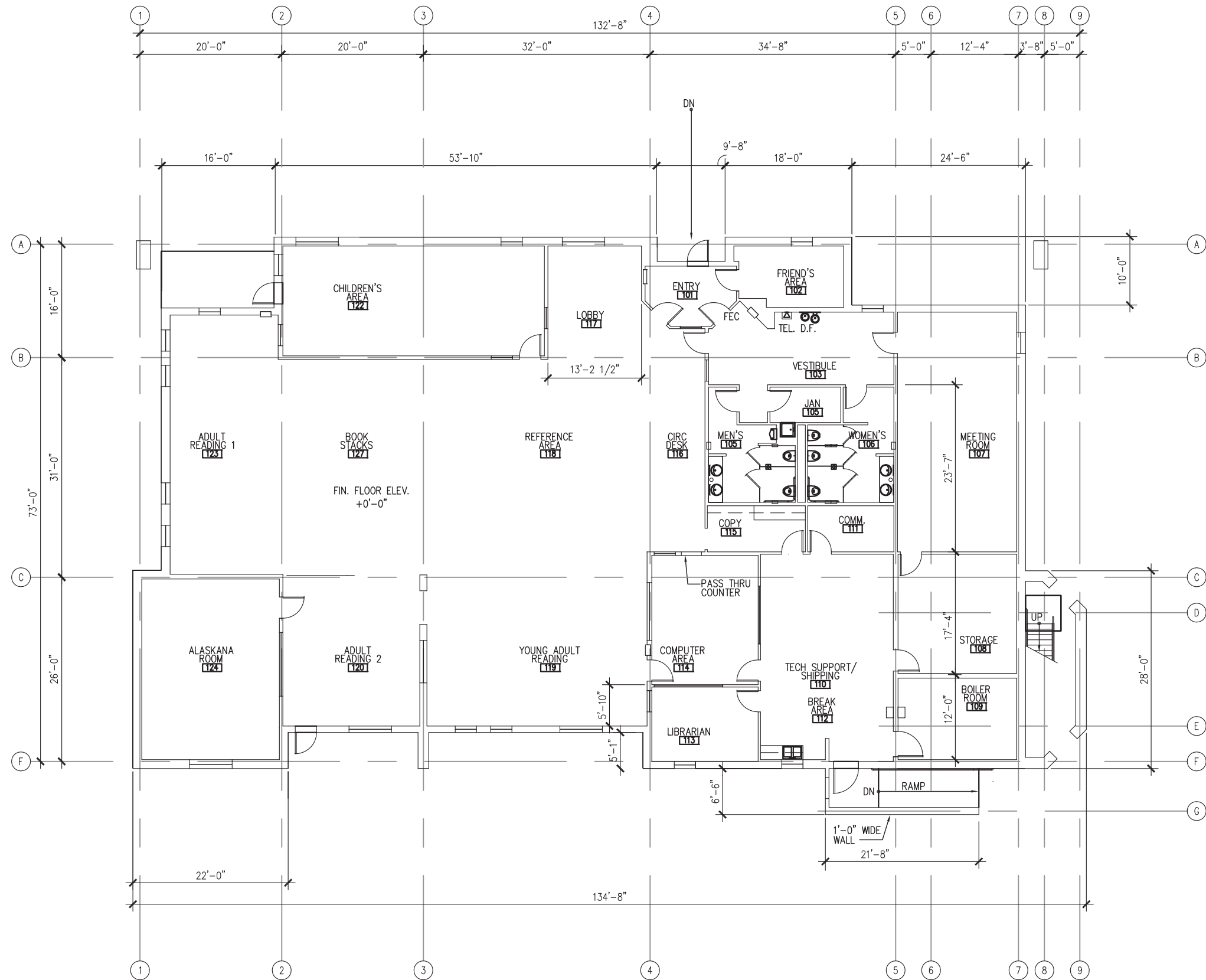
Staff area, from librarian's office looking towards back storage



Back Storage (connects to conference room earlier in tour via door on left, not pictured)

ATTACHMENT F - Architectural Plans and Elevations



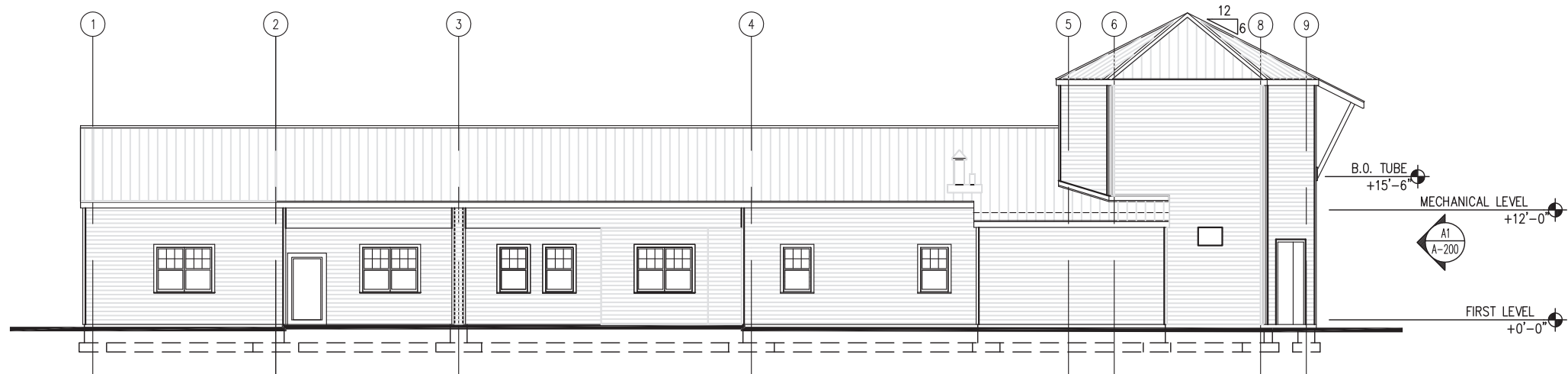


THE DEPICTED FLOOR PLAN IS FROM THE ORIGINAL DESIGN. NOTE THAT SOME OF THE COLLECTIONS HAVE SINCE BEEN MOVED AROUND SO THE AREA LABELS MAY NOT MATCH THE PHOTO TOUR DESCRIPTIONS.



UNALASKA PUBLIC LIBRARY FLOOR PLAN

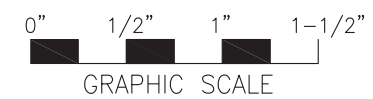
DATE: 05/05/17 FILE: LIBRARY - Elevations



B1 SOUTH ELEVATION
 A-200 APPROXIMATE SCALE: 1/8"=1'-0"



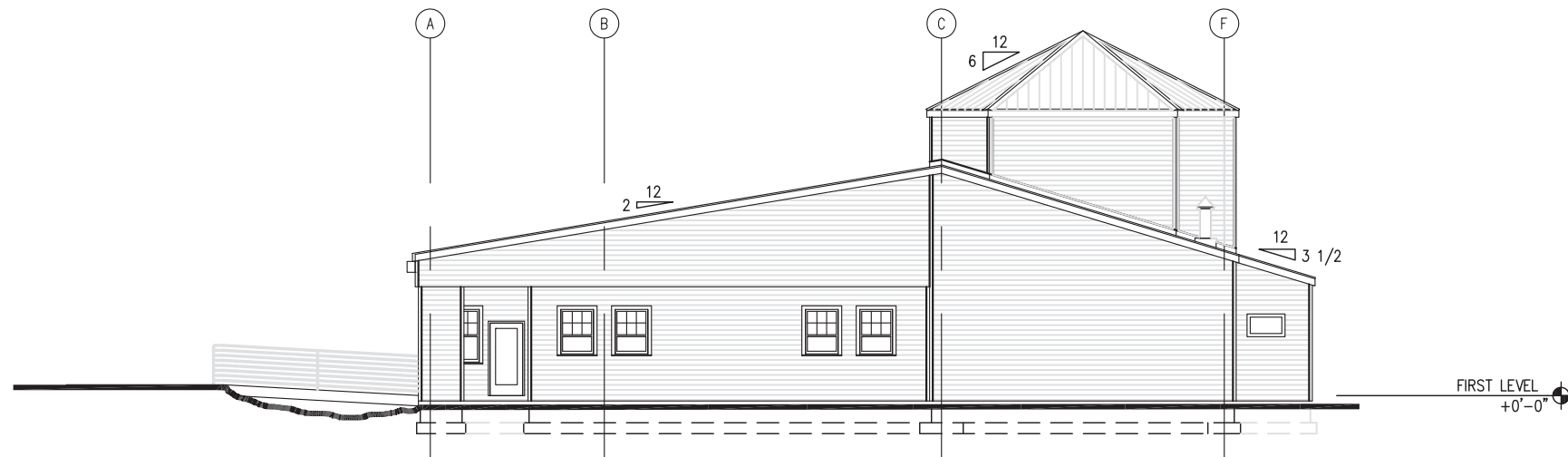
D1 NORTH ELEVATION
 - APPROXIMATE SCALE: 1/8"=1'-0"



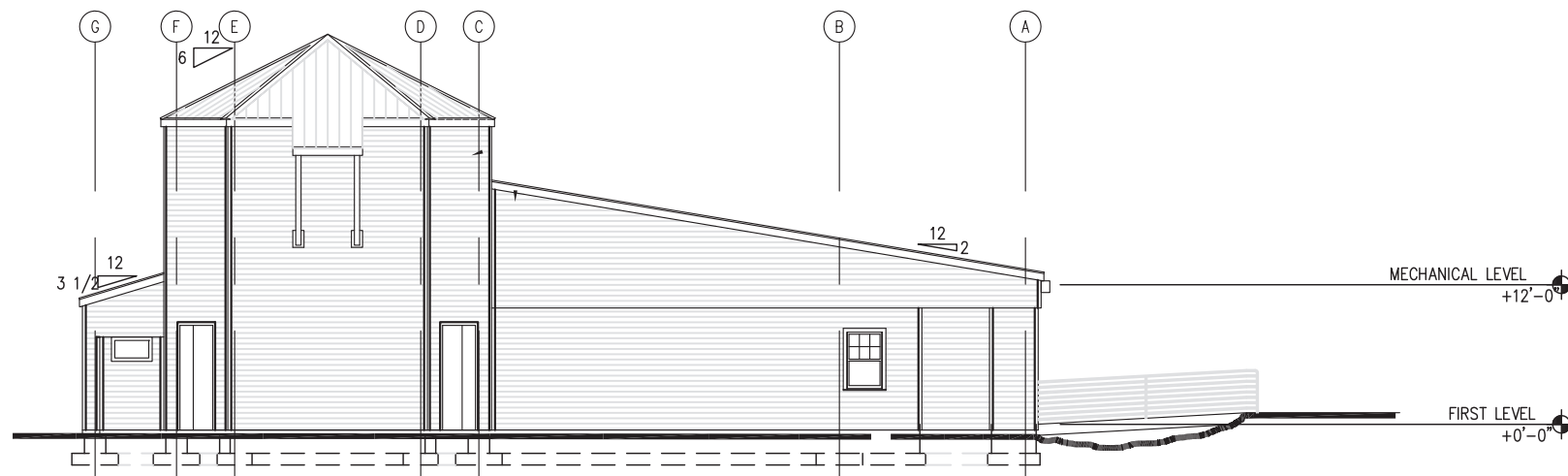
UNALASKA PUBLIC LIBRARY
 NORTH & SOUTH ELEVATIONS

DATE: 05/05/17

FILE: LIBRARY - Elevations



C1 EAST ELEVATION
 - APPROXIMATE SCALE: 1/8"=1'-0"



A1 WEST ELEVATION
 - APPROXIMATE SCALE: 1/8"=1'-0"



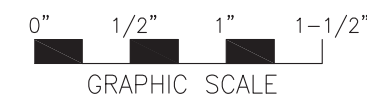
B5 PARTIAL NORTH ELEVATION - ADDITIVE ALTERNATE 1
 - APPROXIMATE SCALE: 1/8"=1'-0"



C5 ENTRY PAVILION - WEST ELEVATION - ADDITIVE ALTERNATE 1
 - APPROXIMATE SCALE: 1/8"=1'-0"



D5 ENTRY PAVILION - EAST ELEVATION - ADDITIVE ALTERNATE 1
 - APPROXIMATE SCALE: 1/8"=1'-0"



UNALASKA PUBLIC LIBRARY
 EAST & WEST ELEVATIONS

DATE: 05/05/17

FILE: LIBRARY - Elevations

ATTACHMENT B

Draft Consulting Services Agreement

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 _____, (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 Material Not to Exceed Total Fee of \$_____**. 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:

City of Unalaska
Box 610
Unalaska, Alaska 99685

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 _____ 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:

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

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.

Notary Public, State of Alaska
My Commission Expires _____

By: _____
Thomas Thomas, City Manager

State of Alaska)
) ss.
Third Judicial District)

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 _____

CITY OF UNALASKA

**EXHIBIT “A”
SCOPE OF SERVICES**

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

Proposal dated _____ attached.

CITY OF UNALASKA

Unalaska Public Library Improvements

EXHIBIT “B”

CONTRACT SCHEDULE

Schedule dated _____ attached.

CITY OF UNALASKA

**EXHIBIT “C”
FEE PROPOSAL**

Fee Proposal dated _____ attached.

ATTACHMENT C

Evaluation Score Sheet

SOQ Evaluation
Library Scoping Services

<i>Technical Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	500	50.0%
Experiences and References	450	45.0%
Schedule	50	5.0%
Technical Proposal Raw Score	1000	--
Technical Proposal Adjusted Score	--	100%

ARCH A	ARCH B	ARCH C	ARCH D	ARCH E	ARCH F	ARCH G	ARCH H	ARCH I
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%

Enter the Price Proposal (if any) in USD

<i>Cost Attributes</i>	<i>Weight</i>	<i>%</i>
Cost USD	--	--
Price Proposal Score	--	0%

ARCH A	ARCH B	ARCH C	ARCH D	ARCH E	ARCH F	ARCH G	ARCH H	ARCH I
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Total Score
Ranking

100.0%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%
1	2	3	4	5	6	7	8	9

**SOQ Evaluation
Library Scoping Services**

For each Technical Attribute rank each Respondent starting with 1,2,3,4,5 and 6 and so forth. 1 is best, 2 is next best, 3 is third best, etc.. Do not skip or repeat numbers.

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	500	50.0%
Experiences and References	450	45.0%
Schedule	50	5.0%

ARCH A	ARCH B	ARCH C	ARCH D	ARCH E	ARCH F	ARCH G	ARCH H	ARCH I
1	2	3	4	5	6	7	8	9
1	2	3	4	5	6	7	8	9
1	2	3	4	5	6	7	8	9

Do not edit. The below calculates the rankings you entered above as a percentage. Each successive rank is a difference of 5%.

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	500	50.0%
Experiences and References	450	45.0%
Schedule	50	5.0%

ARCH A	ARCH B	ARCH C	ARCH D	ARCH E	ARCH F	ARCH G	ARCH H	ARCH I
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0

Total Weight
Ranking

100.0	95.0	90.0	85.0	80.0	75.0	70.0	65.0	60.0
1	2	3	4	5	6	7	8	9

I certify that I have no conflicts of interest and that I have strictly adhered to the procedures described in the Request for Qualifications.

Evaluator Signature:

Date:

ATTACHMENT D

[References](#)