



Request for Qualifications

for

Dual Procurement of Professional Grant Writing and Project Management Services for the City of Unalaska Planning Department,

for the

FY23 EPA Brownfields Assessment Program

Prepared by:

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I. Statement of Qualifications General Requirements

A. Project Description Summary

The City of Unalaska (City) seeks Statements of Qualifications from qualified consultants for the provision of Professional Grant Writing (*and, if the initial application is successful*) Project Management Services for the City of Unalaska (City), Planning Department (Planning). Responsive and responsible consultants are to provide assistance with securing a U.S. Environmental Protection Agency (EPA) grant for the assessment and community-wide planning of Brownfield parcels within the City and for the implementation of environmental assessment, remedial planning, and community outreach. The initial focus for the contract will be securing an EPA assessment grant as part of the EPA Brownfields Grant Competition, for the anticipated grant applications that will be due on/or around November 2021.

The purpose of the EPA Brownfields grant is to conduct an Area Wide Planning Study and/or Phase I and Phase II Environmental Site Assessments (ESAs) at Brownfield sites located within the City. The objectives of the City may expand at a later date to include cleanup of individual sites targeted for assessment, depending on the future availability of funding. The successful consultant will bring expertise and insight to a partnership with City to refine and implement these grants. It is expected that the Consultant will use grant funds to implement the recommended projects from adopted City planning documents and explore other grants and Brownfields initiatives as funding becomes available. The City reserves the right to apply for the grant as a sole applicant or to form a partnership for the application.

The selected consultant will be expected to prepare a grant for submittal to the U.S. EPA on behalf of the City of Unalaska. If an EPA Brownfields grant is awarded, in an amount up to \$500,000, the successful bidder would provide contracting solutions that are tailored to City's needs, including, but not limited to, performing a wide range of tasks such as environmental planning and site-specific sampling of redevelopment and Brownfield sites within a development focus area(s). The successful bidder would implement all requirements of the grant, such as, but not limited to, meeting EPA's grant reporting requirements and the outcomes described in the grant proposal. **Should the fiscal year 2022 grant not be awarded, the same successful bidder would reapply in the next grant cycle.**

B. Contract Term

The contract term will be from date of award through project completion as defined by this RFQ, with the option to renew for four additional, mutually agreed upon, one-year terms. Should other projects with similar SOW become necessary they may be negotiated and added to the contract per amendment by use of the 'Duration of Agreement' provision.

C. Project Funding & Budget

The total budget for each U.S. EPA Brownfield Community Wide Assessment Grant for single entity award is listed on the EPA website as up to \$500,000. City and the successful consultant will develop budgets for assessment activities at individual sites as the project progresses and specific sites are identified for assessment. The budget for any future related grants executed under this contract will be negotiated with the consultant if and when such funding becomes available. It will be City's option whether or not to use this contract for future Brownfields grants beyond the initial U.S. EPA assessment grant application and implementation projects.

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, City Planning, Planning Director 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 Qualifications (RFQ) is to obtain Consultant services for the provision of Professional Grant Writing Services for the City of Unalaska (City), Planning Department (Planning). Responsive and responsible consultants are to provide assistance with securing a U.S. Environmental Protection Agency (EPA) grant for the assessment and area-wide planning of Brownfield parcels within the City and for the implementation of environmental assessment, remedial planning, and community outreach, and other tasks as indicated.

2. Deliverables

This RFQ is to solicit for a qualified consultant who is expected to provide a wide range of potential grant, assessment, and planning services to City. The scope of work to be performed by the successful consultant at a minimum is expected to include:

- Assisting City with the preparation of an application for the U.S. EPA Community-Wide Planning Grant (\$300,000 - \$500,000) for FY 2023.
- Provide assistance with revision and resubmittal of application as part of the FY2024 competition, if the initial application is unsuccessful.
- Provide assistance with development of U.S. EPA-required project work plan for successful applications.
- Provide assistance in drafting a resolution for City approval of the grant application.
- Prepare and maintain schedules and budgets for assessment activities.
- Conduct and oversee site assessment studies and prepare appropriate technical reports required by the Washington Department of Ecology in print and electronic format.
- Field investigations including sample collection and lab analysis
- Interviews with neighboring property owners.
- Evaluation of cleanup options and risk assessment analysis and costs.
- Preparation of a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.

- Delivery to City completed Phase I and Phase II ESA reports, site investigation reports, response action plans and other environmental reports or plans required under the applicable Alaska environmental regulations.
- Project management, implementation, and/or technical oversight.
- Professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings of the City Council, Planning Commission and advisory committees as requested.
- Prepare presentations to provide information about the project's progress as requested.
- Assist with community-wide inventory of potential hazardous substance and Brownfields sites.
- Develop preliminary budget, financing options and implementation plan for cleanup/reuse.
- Complete contaminant characterization and risk assessments as determined necessary following.
- Phase II activities, as funds allow.
- Involve public and private opportunities for citizen participation throughout all phases of projects.
- Conduct comprehensive community outreach and public participation program.
- Implement site specific cleanup or remediation (if future funding becomes available through this or another grant funded program).

3. General Expectations:

The City prefers to award a contract to one full-service firm to serve as a partner in successfully obtaining initial EPA Brownfield grant funding and then achieving the goals within the subsequent EPA Cooperative Agreement and Work Plan. A description of the project and how the consulting firm will work with City in preparing successful EPA Brownfields Assessment grant application(s) and subsequent implantation of Brownfield grants. The consultant shall provide City with the firm's approach to grant preparation, community outreach activities, planning, organization, and management.

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.

4. Project Management:

The successful consultant, under direction from City will:

- Work with City in writing the text for the grant application,
- Compile any associated demographic data to support the grant application,
- Assist City with solicitation of letters of support from local stakeholders,
- Review existing adopted plans and development regulations as they relate to development and site reuse with City,
- Facilitate community outreach activities as needed to enhance the grant application,
- Assist City with drafting a Resolution for the City Council upon completion of the grant proposal,
- Coordinate any necessary activities with U.S. EPA Region 10 staff or U.S. EPA grants.

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 RFQ, 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 within the U.S. EPA Brownfield grant program as well as their ability to manage and implement these types of grant-funded projects on behalf of local governments. The Statements of Qualifications should include a clear outline of how the firm would help City in preparing successful grant applications as well as the firm's ability to fully and effectively meet the requirements of assisting with implementation of grant(s) secured.

3. Experience & Qualifications. (Weight 30%)

Consultants should provide descriptions of the project and how their firm will work with City in preparing successful U.S. EPA Brownfields assessment grant application(s) and subsequent implementation of said Brownfields grants. This section shall include the applicant's approach to grant preparation, community outreach activities, planning, organization, and management. Describe experience related to completing successful Brownfield Grant applications or other such grant applications, discussing the following:

- Firm/staff experience with Brownfield assessments, cleanup, and redevelopment planning,
- Project approach,
- Ability to facilitate public outreach activities,
- Demonstrated ability to provide comprehensive and innovative environmental services,
- Identify the relevant and specific experience of any subcontractors that may be used,
- Provide a descriptive list of Brownfield grant applications submitted and the successful track record in obtaining grant funding. This list should identify:
 - The status of any implementation measure that was part of the grant project;
 - The type of application 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 U.S. EPA Community-Wide Assessment Grant application in the amount of \$500,000; \$250,000 for Hazardous Substance Brownfields and \$250,000 for Petroleum Brownfields. This should include itemized grant preparation fees and any applicable success fees for the grant application. In the event the grant application is not successful, the proposal shall also provide a lump sum cost to participate in a debriefing with U.S. EPA and prepare a resubmittal of any unsuccessful grant applications. The cost proposal shall also provide a current fee schedule including staff that would likely be involved in the grant 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

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 RFQ 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 herein. The Consultant and its insurance carrier waive subrogation against the City.

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, 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. Insurance shall be placed with companies acceptable to the City; 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.

Prior to commencement of the work, the contractor shall furnish certificates to the City, in duplicate, evidencing that 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 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 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 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 copies thereof 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, October 11, 2021**. 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 BROWNFIELDS RFQ 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 and rwinters@ci.unalaska.ak.us with the email subject:

Name of Engineering Firm – City of Unalaska Brownfields Grant RFQ

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/RFQs>

APPENDIX A: Scope of Work, Term, And Compensation

I. Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2021, 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 an EPA Brownfields Community Wide Assessment Grant and subsequent Project Management Services (upon reward of grant funding); 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 by grant award]**, 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, 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 \$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 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

- A. This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended by the mutual written agreement of the City and Consultant
- B. This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended for four (4) additional one (1) year terms by the mutual written agreement of City and Consultant for the purposes of updating and re-submitting grant applications.
- C. A successful grant application will trigger a new term to be agreed upon not to exceed three (3) years per EPA funding rules in order to fulfil the project management obligation of the statement of work.
- D. The agreement may be extended for up to two (2) additional one (1) year terms by the mutual written agreement of City and Consultant, to explore other grant funded projects with similar SOW.

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:

<u>To City</u>	<u>To Consultant</u>
William Homka, Planning Director	NAME
City of Unalaska	Company Name
P. O. Box 610	Company Address
Unalaska, Alaska 99685	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.

CONTRACTOR

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

By: _____
Erin Reinders, 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 _____, 2021, by _____, the _____ of _____, a _____ Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ____ day of _____, 2021, by Erin Reinders, 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: _____