



**Unalaska Public Library  
Improvements**

**Architectural Support During  
Construction**

**Request for Qualifications**

DPW Project No. 15105

Prepared by:

**City of Unalaska  
Department of Public Works P.O. Box 610  
Unalaska, Alaska 99685**

January 13, 2022

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<b>Attachment A</b>	DRAFT Consulting Services Agreement
<b>Attachment B</b>	Evaluation Score Sheet
<b>Attachment C</b>	Link to References

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## **1.0 INTRODUCTION**

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This is a RFQ by the City of Unalaska Department of Public Works for Architectural support during construction of the Unalaska Public Library Improvements Project (the Project). All questions about this RFQ are to be directed only to the City Engineer:

City of Unalaska - Department of Public Works  
Bob Cummings, P.E., City Engineer  
[bcummings@ci.unalaska.ak.us](mailto:bcummings@ci.unalaska.ak.us)  
907-581-1260

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](mailto:lgregory@ci.unalaska.ak.us)

### **1.1 PROJECT BACKGROUND AND SCOPE**

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 by seafood processors. The construction environment in Unalaska is challenging. There are no special physics in Unalaska but air transportation challenges, frequent hurricane force winds, strong seismic forces, high ground snow loads, wind driven precipitation, corrosive marine conditions, and geographical remoteness demand site specific planning, design, and construction considerations.

The Unalaska Public Library serves residents and the transient worker population who use the facility for services unavailable at their place of employment or residency. The existing facility was designed in 1996 and built in 1999, and since then, there have been drastic changes in technology, the community, 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 the services provided there has been funded as a Capital and Major Maintenance Plan Project (CMMP) by the City Council.

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The project design was developed through an independent Pre-Development process, in addition to numerous public meetings and open houses, two community surveys, and design workshops with community partners, including non-profits and Unalaska City School District students. The Scoping, Pre-Design, and 30-35% Design work was awarded to ECI Hyer, Inc. on September 25, 2018. On April 30, 2019, 35% Design Submittal, 65% Progress Drawings, Design Narratives, and Outline Specifications to aid in the preparation of a cost estimate were added to the scope of work via Change Order. On August 13, 2019, the scope of work was increased to add services beyond 65% Design Development Documents and included site visits, preparation of 100% Construction Documents, provide Furnishings, Fixtures and Equipment (FFE) Services, assist with Procurement and Bidding, and assist with Bidding and Contractor Selection using a best value selection process.

The Public Library Improvements Project was bid in 2019 using the Best Value approach, and the construction contract was awarded to F&W Construction Company, Inc. for \$6,903,481. Due to impacts of the COVID-19 Pandemic, the City canceled the contract under the Termination for Convenience clause before the start of construction on April 2, 2020. In September of 2021, the City contracted with the same designer, ECI Hyer, Inc., to produce updated bid documents to provide a shovel ready design using the Lowest Bid approach and F&W was again the low bidder at \$6,514,196. The Construction Agreement between F&W and the City has recently been executed. F&W will have 310 days from the date of the Notice to Proceed to reach Final Completion.

A full set of Conformed Documents including plans, specifications, and a project manual with administrative requirements has been issued for construction and will be the basis for this work. This RFQ is let in order for the City to retain an experienced, responsive, responsible Architectural and Engineering services team to provide guidance and support during construction.

## **2.0 SCOPE OF SERVICES**

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The Project timeline is outlined below.

December 2021	Construction Awarded to F&W
January 2022	Notice to Proceed issued
February 2022	Architectural & Engineering Firm retained
April 2022	Contractor Mobilization
February 2023	Substantial Completion

### **2.1 CONSTRUCTION SUPPORT SERVICES**

The City desires to retain an architectural support team to work with the City and Contractor during the construction phase to assure a successful project. The exact scope of services will be negotiated with the successful respondent. The following services are expected to be in the project scope:

- Attend weekly construction progress meetings
- Review and log submittals/shop drawings including architectural, civil, structural, mechanical, and electrical items
- Respond to Contractor generated Requests for Information (RFI's) to clarify information gaps or provide supplemental information as necessary to support construction. Maintain RFI log.
- Assist with change orders, pay applications, claims, and other items as necessary
- Provide support, advice, and assistance with City scoped services including procurement of furnishings including the circulation desk
- Provide/assist/coordinate special inspections required for construction, TBD
- Provide part or full-time inspections or review daily reports from a City supplied inspector, TBD
- Provide a milestone inspection at the substantial completion phase and develop a punch list for contract acceptance and completion
- Review test reports, assist with startup and commissioning of mechanical and electrical items
- Draft as-built record documents based on contractor furnished red-lined drawings

It is anticipated that the City or their designee will provide construction contract administration including project coordination, scheduling progress meetings, preparing meeting agenda, preparing meeting minutes, coordinating pre-installation meetings, reviewing pay applications, preparing change orders, and other administrative support.

## **2.2 PROJECT TEAM**

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

- Architectural
- Civil and structural engineering
- Electrical engineering
- Mechanical engineering

Utilization of the civil, structural, mechanical and electrical engineering firms that performed the original design is encouraged but not mandatory. Landscape architectural services are not necessary.

### **3.0 SELECTION PROCESS**

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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.

#### **3.1 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 may 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 A**. The City of Unalaska will be inflexible with regards to the Contract language. The Scope of Services and Fee for Services are negotiable.



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- 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.

### **3.2 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.

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**3.3 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 February 9, 2022.**

[mveeder@ci.unalaska.ak.us](mailto:mveeder@ci.unalaska.ak.us); [emagdaong@ci.unalaska.ak.us](mailto:emagdaong@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 **10 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.

**3.4 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.

## 4.0 EVALUATION FACTORS

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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]
<b>Total</b>	<b>[100]</b>

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 B**.

### 4.1 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 six 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.

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- 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.

#### **4.2 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.

#### **4.3 NARRATIVE WORK PLAN**

Describe the methodology the Respondent will use to provide the requested services for this Project for the City of Unalaska in a Narrative Work Plan. Also provide information regarding the Respondent's availability to provide these services throughout the anticipated duration of the Project. The Narrative Work Plan will later become the basis of the Scope of Services referenced within the Agreement Exhibit "A", **Attachment A**. 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 services necessary for a successful project.

## **5.0 REFERENCES**

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The original bid documents were developed to the 95% completion stage and bid using a best value approach. The documents went through a Value Engineering process and changes were made to reduce costs, including deletion of various work items that would later be performed or provided by the City. Construction documents were developed after incorporating changes resulting from the value engineering process. The documents were later modified for rebid. After rebidding, all addenda were incorporated into the bid documents, resulting in the Conformed Documents listed below. The Conformed Documents form the basis of the construction contract and define the contractor's scope of services. These documents are located at the below hyperlink as **Attachment C**.

### [References](#)

#### **5.1 REFERENCES INCLUDED**

- LIBRARY EXPANSION PROJECT – Project Manual, Conformed Documents issued for construction December 15, 2021
- LIBRARY EXPANSION PROJECT – Specifications, Conformed Documents For Construction December 15, 2021
- LIBRARY EXPANSION PROJECT – Plan Sheets, Conformed Documents For Construction December 15, 2021

# **ATTACHMENT A**

**Draft Consulting Services Agreement**



CITY OF UNALASKA

Consulting Services Agreement and Scope of Services

Library Expansion Project

Architectural Support During Construction

Project No. 15105

Prepared By:

City of Unalaska

P.O. Box 610

Unalaska, Alaska 99685

907.581.1260

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## AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Architectural Support During Construction for the **Library Expansion 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 their State of Alaska's Professional License, in connection with Architectural Support During Construction for the City of Unalaska **Library Expansion 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 periodic 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 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 **Not to Exceed Total Fee** of \_\_\_\_\_

Dollars (\$\_\_\_\_\_). 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.

## 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 **Director of Public Works, Tom Cohenour**, or such other person as he may designate in writing. Consultant shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Consultant in connection with this Agreement.

## 11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to

the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Consultant shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Consultant shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

## 12. Ownership and Use of Documents

Consultant agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data, and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce, and use such documents for this project

## 13. Insurance

- A. During the term of the contract, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the Consultant employs subcontractors to perform any work hereunder, the Consultant 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 one (1) year 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

City of Unalaska

Box 610

Unalaska, Alaska 99685

To Consultant:

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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 \_\_\_\_\_

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 \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, **an Alaska Corporation**, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_

**CITY OF UNALASKA**  
**EXHIBIT "A"**  
**SCOPE OF SERVICES**

TBD



**CITY OF UNALASKA**  
**EXHIBIT "B"**  
**CONTRACT SCHEDULE**

The contract schedule is as set forth in the RFQ.

**CITY OF UNALASKA**  
**EXHIBIT "C"**  
**FEE PROPOSAL**



# **ATTACHMENT B**

**Evaluation Score Sheet**

**Proposal Evaluation  
Library Expansion Project**

**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>Technical Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%
Technical Proposal Raw Score	100	--
Technical Proposal Adjusted Score	--	100%

A	B	C	D		
95.0	85.0	100.0	90.0		
100.0	90.0	95.0	85.0		
95.0	90.0	100.0	85.0		
96.5	88.0	98.5	87.0		
96.5%	88.0%	98.5%	87.0%		

**Total Score  
Ranking**

<b>96.5%</b>	<b>88.0%</b>	<b>98.5%</b>	<b>87.0%</b>		
<b>2</b>	<b>3</b>	<b>1</b>	<b>4</b>		

# ATTACHMENT C

[References](#)