



# Request for Proposals

## Citywide Roof Assessment Project

Issue Date: January 8, 2025

Bid Due Date: February 5, 2025

City of Unalaska  
Department of Public Works  
P.O. Box 610  
Unalaska, Alaska 99685  
907-581-1260

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## I. UNALASKA COMMUNITY PROFILE

Whether the sun is setting behind snow-covered mountains, shining on the rich green of our summertime valleys or trying to break through the chaos of a hurricane force storm, Unalaska is breathtaking in all of its natural beauty and inherent charm.

Located just 50 miles from the Great Circle route, Unalaska, the 12<sup>th</sup> largest incorporated city in Alaska, is 800 miles southwest of Anchorage in the heart of the healthy and robust North Pacific/Bering Sea fisheries. Our community is a vibrant mix of industry and history connected by 44 miles of roads linking our port, harbors and private docks with local businesses and our thriving residential community of 4,113. We work hard to provide steady support to one of the busiest and most prosperous stretches of coastline in Alaska.



*Figure 1: Carl E. Moses Boat Harbor, Unalaska AK*

For more than 30 years, Unalaska’s economy has been based primarily on commercial fishing, seafood processing, fleet services and marine transportation. The Port of Dutch Harbor is the only deep draft, ice-free port from Unimak Pass west to Adak and north to the headwaters of the Bering Straits. Our port has been designated a “Port of Refuge” and provides year-round protection for disabled or distressed vessels as well as ground & warehouse storage and transshipment opportunities for the thousands of vessels that fish or transit the waters surrounding the Aleutian Islands. Annually, more than 1.7 billion pounds of frozen seafood is shipped to domestic and export markets in North America, Europe and Asia, making the Port of Dutch Harbor first in the nation in the quantity of catch landed and first or second in the nation in value of the catch for more than 25 years.

Life is good on our island. We are the home of a creative, friendly, industrious, and positive community, and a Blue Ribbon of Excellence Award school system. No wonder many who first come here to work choose to make Undiscovered-Unforgettable-Unalaska their home.

There are unique challenges to construction in Unalaska that include a short construction season, frequent hurricane force winds, strong seismic forces, high ground snow loads, wind driven precipitation, corrosive marine conditions, and geographical remoteness.

## II. INTRODUCTION

The City of Unalaska is requesting proposals from qualified firms or consultants to conduct a comprehensive assessment of all roofs for City-owned buildings. The purpose of this assessment is to evaluate the current condition of the roofs, identify any necessary repairs or replacements, and provide recommendations for maintenance and future capital planning.

### III. SCOPE OF WORK

#### 1. Site Visits and Inspections

- Conduct physical inspections of all roofs on City-owned buildings. See Attachment A: List of City Buildings
- Identify and document the current condition of roofing materials, drainage systems, flashing, and all other roof components.

#### 2. Condition Assessment

- Provide a detailed report for each building, noting:
  - Existing issues such as leaks, structural damage, or deteriorating materials.
  - Estimated remaining life of each roof.
  - Photographic documentation of conditions observed.

#### 3. Recommendations for Repair, Replacement, and Maintenance

- Repair Recommendations:
  - Provide specific recommendations for immediate repairs to prevent further damage or deterioration.
  - Include the type of repair needed (patching, sealing, structural reinforcement, etc.)
- Replacement Recommendations:
  - Identify roofs that require full or partial replacement.
  - Suggest the type of replacement material or system most suitable for the building's needs and environmental conditions (e.g., energy-efficient materials, weather resistant systems).
- Preventative Maintenance
  - Offer suggestions for routine maintenance, including cleaning, inspections, and minor repairs.
  - Outline a recommended maintenance schedule (e.g., annual, bi-annual inspections).

#### 4. Cost Estimate and Funding Options

- Cost Breakdown:
  - Provide a detailed cost estimate for:
    - Minor repairs
    - Major repairs
    - Roof replacement
  - Include any additional costs related to safety measures, permits, or possible temporary relocation during construction.
- Budgeting Recommendations:
  - Offer phased or prioritized budgeting plans based on the condition of the roofs (e.g., immediate needs vs. long-term replacement).

#### 5. Timeline for Repairs and Replacements

- Prioritized Timeline:
    - Develop a prioritized schedule for repairs and replacements, including:
      - Immediate repair (within 6 months).
      - Mid-term projects (within 2-3 years).
      - Long-term projects (within 5-10 years).
  - Suggested Maintenance Timetable:
    - Provide a maintenance and re-inspection schedule to ensure the longevity of the roofing systems and minimize the need for future repairs.
  - Prepare a comprehensive final report that includes all findings, recommendations, and cost estimates.
  - Present the final report to City staff and City Council.
6. Final Reporting
- Comprehensive Report:
    - Deliver a final report summarizing the findings of the inspections, including:
      - Condition assessments.
      - Photographic documentation
      - Recommended repairs, replacements, and maintenance plans.
      - Detailed cost estimates for each building.
  - Presentation of Findings:
    - Prepare a presentation to the City staff and City Council to summarize the assessment results, key concerns and recommended next steps.

#### IV. PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparison, it is required that proposals be organized as detailed below. Proposals are limited to 20 pages.

##### 1. Company Background:

Provide a brief overview of your firm, including relevant experience and qualifications for conducting roof assessments.

##### 2. References:

Include at least three references from similar projects your firm has completed, particularly for municipalities or public sector clients.

##### 3. Staff Qualifications:

Provide resumes and qualifications of key personnel who will be involved in the project.

##### 4. Project Approach:

Describe the methodology and approach your firm will use to complete the scope of work.

5. Cost Proposal:

Submit a detailed cost proposal that includes a breakdown of costs for each phase of the project. Cost proposal shall be lump sum.

Also include hourly rates for key personnel to be used for any additional work or other change order type directives.

6. Schedule:

Provide an anticipated timeline for completion of the project, including key milestones and final report submission.

7. Insurance Requirements:

Provide insurance that meets City requirements, Attachment B: Insurance Requirements

V. EVALUATION AND SCORING CRITERIA

The Director of Public Works will appoint the Evaluation Team from among the 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 described herein.

The sequence of events is as follows:

- City of Unalaska receives Proposals
  - Evaluation Team evaluates the Proposals according to the established criteria
  - Negotiate a final scope of work, project schedule, and fee schedule with the firm with the highest scoring proposal. The contract will be in the form of Attachment C: Consulting Services Agreement.
1. Experience and Qualifications (30%)  
Experience in conducting similar assessments and the qualifications of the personnel assigned to the project.
  2. Project Approach (30%)  
The firm's approach to fulfilling the scope of work, including the methodology and schedule.
  3. Cost Proposal (25%)  
Competitiveness and clarity of the cost breakdown.
  4. References (15%)  
Feedback from previous clients on similar projects.

VI. PROPOSAL SUBMISSION GUIDELINES

1. Submission Deadline:

- Proposals shall be submitted no later than February 5, 2025, at 2:00pm Alaska Daylight Time.
2. Submission Instructions:
- Proposals can be submitted electronically to [mkielmeyer@ci.unalaska.ak.us](mailto:mkielmeyer@ci.unalaska.ak.us) or delivered to the following address:

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

3. Questions:

- All questions regarding this RFP should be directed to:  
Marc Kielmeyer  
[mkielmeyer@ci.unalaska.ak.us](mailto:mkielmeyer@ci.unalaska.ak.us)

## VII. TIMELINES AND PRESENTATION OF WORK PRODUCT

1. A. Submittal of proposals due: February 5, 2025 @ 2:00pm.
2. B. Interview selected finalists: Starting the week of February 10, 2025 (if required).
3. C. Award of Contract: February 25, 2025.
4. D. Anticipated performance period: 250 days.

The final report should be presented in Unalaska, Alaska by November 2, 2025. The City may, in its sole discretion, extend any or all timelines set forth herein.

## VIII. OTHER ITEMS

The City reserves the right to reject any or all proposals received, or to negotiate for terms and conditions that may end up substantially different from the initial proposal received.

The selection of a successful proposal shall be at the sole discretion of the City of Unalaska. No proposed agreement between the City and any proposer shall be effective until approved by the City Council of the City of Unalaska and signed by the City Manager or authorized City official.

The City is not liable for any costs incurred by proposers in preparing or submitting proposals.

In submitting a proposal, each proposer acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of City Council action approving or disapproving any agreement without limitation.

Nothing in this request for proposal or in subsequent negotiations creates any vested rights in any person.

Payment will be made upon receipt of detailed invoices listing specific activities for which the charge is being made.

Relationship of Parties: The consultant shall fulfil its obligations hereunder as an independent contractor of the City. The City may administer the contract and monitor the contractor's compliance with its obligations hereunder. The City shall not supervise the consultant other than as provided in this section; provided, however, that nothing in this paragraph shall preclude the City from insisting on complete and timely performance of obligations under the contract.

The selected consultant will be ineligible to bid or propose for any repair work contract resulting from the assessment work under this agreement. This will also extend to any entity where the consultant, its principals, and any person performing work under this agreement has an ownership interest.

Nondiscrimination: The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap.

The contractor shall state, in all solicitations for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without unlawful discrimination based upon race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap.

Permits, Laws and Taxes: The contractor shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this contract. All actions taken by the contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The contractor shall pay all taxes pertaining to its performance under this contract.



**Attachment A-City of Unalaska Buildings for Roof Study**

<b>Building</b>	<b>Square Footage</b>	<b>Address</b>	<b>Roof Type</b>
Department of Public Safety	8,464	29 Safety Way	Metal
Amaknak Fire Hall	3,600	2713 Airport beach Rd	Metal
City Hall	14,448	43 Raven Way	Cedar Shingle
Unalaska High School	27,000	55 East Broadway	Metal/EPDM
Eagle View Elementary School	27,505	501 E. Broadway	Metal
Department of Public Works (DPW)	25,040	1035 E. Broadway	EPDM
Supply Warehouse	9,256	995 E. Broadway	Metal
Museum	9,250	314 Salmon Way	Metal
Community Center	23,747	37 S. 5th	Metal
Burma Road Chapel	5,520	28 East Broadway	Cedar Shingle
<b>General Fund Buildings</b>			
New Powerhouse	33,750	1700 East Point Rd	Metal
Old Powerhouse	14,800	1732 East Point Rd	Concrete
Power Substation	1,600	176 Airport Beach Rd	Metal
<b>Electric Dept</b>			
Pyramid Water Treatment Plant	4,520	1200 Pyramid Creek Rd	Metal
Wastewater Treatment Plant	9,072	19 Gillman Rd	Metal
Liquid Stream Building	9,000	17 Gilman Rd	Metal
<b>Water Dept</b>			
Baler Building	12,240	1156 Summer Bay Rd	Metal
Leachate Building	590	1156 Summer Bay Rd	Metal
<b>Solid Waste Dept</b>			
Carl E. Moses Boat Harbor Office	1,380	570 Henry Swanson Dr	Metal
Carl E. Moses Boat Harbor Waste Oil Building	680	562 Henry Swanson Dr	Metal
Unalaska Marine Center Warehouse	6,000	731 Ballyhoo Rd	Metal
USCG Dock Building	450	941 Ballyhoo Rd	Metal
Airport	27,360	105 Terminal Dr	Inverted Roof Membrane Assembly
<b>Ports Dept</b>			
8-Plex Housing	9,200	18 Ptarmigan Rd	Metal
4-Plex Housing	4,550	63 Loop Rd	Metal
69 & 73 Lear Rd Housing	2,400	69/73 Lear Rd	Metal
81 & 85 Lear Rd Housing	2040	81/85 Lear Rd	Metal
<b>Housing Dept</b>			
<b>Total Square Feet</b>	<b>293,462</b>		

**ATTACHMENT B**  
**CITY OF UNALASKA**  
**Roof Assessment Project**  
**Department of Public Works & Utilities**

**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration and requirements of the contract, insurance coverage and amounts herein specified.

**A. Minimum Scope and Limit of Insurance:** coverage shall be at least as broad as:

1. **Commercial General Liability** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. **Excess Liability Coverage** of not less than \$1,000,000 per occurrence annual aggregate providing coverage in excess of General Liability.

3. **Commercial Automobile Liability** on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

4. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident  
Bodily Injury by disease \$1,000,000 policy limit  
Bodily injury by disease \$1,000,000 each employee

5. **Professional Liability insurance** with limits of not less than \$1,000,000 per occurrence or 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.

6. **Other Forms of Insurance** may be required depending upon final work to perform and scope of work.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

**B. Additional Insurance Provisions**

**1. Acceptability of Insurers and Cancellation Notification:** Contractor shall place coverage with insurance companies rated A-:VIII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice to the City of Unalaska.

**2. Additional insureds:** The City shall be covered as additional insured as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy and Commercial Auto Liability Policy and any other policy where so allowed. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.

**3. Primary Coverage:** For any claims related to contracted services performed by the Contractor, Contractor's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

**4. Waiver of Subrogation:** There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor or Subcontractors and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Commercial Auto, and Workers' Compensation policies, and any other policies where so allowed. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**5. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions shall 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, or Contractor shall be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

**6. Verification of Coverage:** Before service begins Contractor shall furnish the City with Certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

**Certificates of Insurance shall be prepared and emailed to:**

**Certificate Holder:** City of Unalaska, Dept. of Public Utilities  
PO Box 610, Unalaska  
Unalaska, AK 99685

**Email to:** [mkielmeyer@ci.unalaska.ak.us](mailto:mkielmeyer@ci.unalaska.ak.us) and [risk@ci.unalaska.ak.us](mailto:risk@ci.unalaska.ak.us)

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

**7. Sub-Contractors Coverage:** If the Contractor employs Sub-Contractors to perform any work hereunder, the Contractor agrees to require such Sub-Contractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to Sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Sub-Contractor certificates of insurance and endorsements for review of compliance.

**8. Maintenance of Coverage:** Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

**9. Notification of Change in Requirements:** The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.



CITY OF UNALASKA  
Consulting Services Agreement  
Citywide Roof Assessment Project  
Project No. XXXXX

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 \_\_\_\_\_, 2025, 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 Citywide Roof Assessment 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. Engagement 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, project schedule, and compensation are set out in Exhibits A-C, respectively, 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: Compensation Schedule without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in Exhibit B: Project 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 the Citywide Roof Assessment 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, Scott Brown**, 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

Insurance requirements for this Agreement are set forth in RFP Attachment B - Insurance Requirements, which is incorporated herein by reference.

## 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:  
Scott Brown  
City of Unalaska  
Box 610  
Unalaska, Alaska 99685

To Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, B, C, and RFP Attachment-Insurance Requirements, 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

By: \_\_\_\_\_  
\_\_\_\_\_ Its \_\_\_\_\_

CITY OF UNALASKA, ALASKA

By: \_\_\_\_\_  
Bil Homka, City Manager