



Request for Proposal

Survey Services for Multiple Projects

DPW Project No. TBD
Unalaska, Alaska

Prepared by:

**City of Unalaska
Department of Public Works**

PO Box 610
Unalaska, Alaska 99685

September 3, 2015

Vicinity



5,280 ft



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LIST OF ACRONYMS

CP	Control Point
PDF	Portable Document Format
RFP	Request for Proposal
ROW	Right of Way
UCO	Unalaska Code of Ordinances

Request for Proposal – Survey Services for Multiple Projects

1.0 INTRODUCTION

This is a RFP by the City of Unalaska Department of Public Works for Survey Services for Multiple Projects (the Project). The Project generally consists of surveying services for:

- Ilulak Lake
- Yatchmeneff Drive
- Sea Lion Circle and Salmon Way
- Salmon Way
- Cemetery
- Generals Hill
- Icy Lake
- Summer Bay Road
- Choate Lane
- Makushin Drive

All questions about this RFP must be directed to the City Engineer.

City of Unalaska - Department of Public Works
Robert Lund, P.E. City Engineer
rlund@ci.unalaska.ak.us
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260

Interpretations or clarification's 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>

2.0 SELECTION PROCESS

Final Proposals will consist of two separate documents: a Technical Proposal and a Price Proposal.

2.1 FINAL PROPOSAL EVALUATION PROCESS

The Evaluation Team will be appointed by the City Engineer from amongst City of Unalaska staff.

- The City of Unalaska receives the Technical Proposals.
- Evaluation Team evaluates Technical Proposals according to established criteria, assigns scores for evaluation factors, and sums an overall technical score for each Respondent.
- Price Proposals are received and publicly opened.
- Technical and Price Proposal scores are combined according to the established weighting factors.
- City Engineer forwards evaluation results to the Directors of Public Works.
- Agreement negotiations, if any, are held.
- 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 Agreement and then a purchase order. The purchase order serves as notice to proceed.

2.2 CONDITIONS

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

Only one Final Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City of Unalaska

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that any Respondent is interested in more than one Final Proposal for work contemplated, then all Final Proposals in which such Respondent is interested will be rejected.

This RFP 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 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 a Final Proposal.

In submitting a Final Proposal, 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.

In submitting a Final Proposal, 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.

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

2.3 FINAL PROPOSAL SUBMITTAL PROCEDURE

Technical and Price Proposals will be accepted before and on the published date, and until the time specified. Each electronic file must be clearly named to identify the contents as the Technical Proposal or the Price Proposal.

Proposals must be submitted in a single email no larger than 5 megabytes and the email header must clearly identify the Project and the Respondent e.g.

Name of Firm – Final Proposal for Survey Services for Multiple Projects

Technical Proposals must be delivered to the email address below by **2:00 p.m., local time, on September 25, 2015** from a valid email account.

rlund@ci.unalaska.ak.us; cityclerk@ci.unalaska.ak.us

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The Price Proposal must be delivered to the email address below by **2:00 p.m., local time, on September 30, 2015** from a valid email account as a “reply-all” to the original submission email.

rlund@ci.unalaska.ak.us; cityclerk@ci.unalaska.ak.us

2.4 TECHNICAL PROPOSAL REQUIREMENTS

The Technical Proposal will consist of the Work Plan, Experiences and References, and Schedule. The recommended length of the Technical Proposal is about 1-5 pages not including attachments such as resumes.

One (1) copy of the Technical Proposal must be submitted in an electronic PDF file organized with bookmarks and be printable to standard 8.5” x 11” paper.

2.4.1 Work Plan

The Work Plan will become the *Scope of Services* referenced within the *Engineering and Related Services Agreement Exhibit “A”, Attachment A*. The Work Plan must not conflict with or supersede the *Engineering and Related Services Agreement*.

The Work Plan should address the recommended review iterations that will be afforded to the City of Unalaska for each preliminary and/or draft document.

Willingness to advertise locally and take on private work while on-island is encouraged but not required.

2.4.2 Experience and References

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

- A brief description of the number, qualifications and types of key personnel who would serve on this Project including employees and subcontractors.
- Provide information for (2) projects for which the Respondent has provided services most related to this Project.
- Provide a list of (2) references from the above projects that can comment on the firm's professional capabilities and experience. Names, email addresses, and phone numbers of individuals to contact must be included.
- Any additional information reflecting on the Respondents ability to perform on this Project.

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The City of Unalaska reserves the right to investigate references including but not limited to the past performance of any Respondent.

2.4.3 Schedule

Provide information about the Respondents availability to:

Complete field work on the Project by **December 31, 2015**

Complete preliminary documents by **February 28, 2016**.

2.5 PRICE PROPOSAL REQUIREMENTS

The Price Proposal is a lump sum fee that will become the *Fee Proposal* referenced in *Engineering and Related Services Agreement Exhibit "C"*, see **Attachment A**.

The *Price Proposal Form* must be completed and submitted with the Price Proposal, see **Attachment B**.

3.0 FINAL PROPOSAL EVALUATION

The purpose of the Technical Proposal is to evaluate the Respondent's understanding and capabilities for execution of the Project.

The Technical Proposal will be evaluated and ranked based on how well each of the following factors is addressed, with the following weighting:

Major Factor	Weight
1. Work Plan	[50]
3. Experience and References	[45]
4. Schedule	[5]
Total	[900]

Price Proposal scores are combined with Technical Proposal scores with the weighting shown below.

Technical Proposal = 90%

Price Proposal = 10%

The *Proposal Evaluation Score Sheet* will be used by the Evaluation Team to score each Technical Proposal and Price Proposal; **Attachment C**.

4.0 SCOPE OF WORK

The descriptions provided herein are for general informational purposes only and are not a substitute for site inspection and completion of other necessary due diligence by Respondents. Respondents must make their own independent assessment of the local conditions in preparing their Final Proposal.

Neither is this section intended to define contract requirements but instead to provide information and describe Project intent. The successful Respondent will use the Work Plan to incorporate and build on the information provided to produce the Deliverable Documents.

The following is a summary of the scope of work:

- Ilulaq Lake
- Yatchmeneff Drive
- Sea Lion Circle
- Salmon Way
- Cemetery
- Generals Hill
- Icy Lake
- Summer Bay Road
- Choate Lane
- Makushin Drive

4.1 ILULAQ LAKE

Payment for this portion is under 11102 - Misc. Storm Drain Improvements. The sponsor of this project is the City of Unalaska Department of Public Works.

Ilulaq Lake was historically given over to the City of Unalaska because it was part of the water supply system. The lease holder of the adjoining lot, shipping and transport company Horizon Lines now Matson, has pushed fill and snow into Ilulaq Lake and maintains equipment that may constitute an encroachment.

Establish the (15) missing monuments around the Ilulaq Lake frontage on the Matson yard and create a record of survey.

Research the 10' green belt and how it applies to the remainder of the Lake. Show the entire lake in the record of survey and the meanders.

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Complete a 10' wide drainage easement exhibit and legal description for the proposed future lake drain location. Coordinate final location with the City of Unalaska's design engineer.

See Aerial Map.pdf and other background documentation included in **Attachment D**.

4.2 YATCHMENEFF DRIVE

Payment for this portion is under the City of Unalaska Roads Division operating budget. The sponsor of this project is the City of Unalaska Roads Division.

Yatchmeneff Drive is an undeveloped ROW located at the top elevation of Steward Road. The City of Unalaska Roads Division has been directed to construct a drivable road section within this undeveloped ROW.

Restore the 3 missing monuments around the ROW and create a record of survey.

See Aerial Map.pdf and other background documentation included in **Attachment E**.

4.3 SEA LION CIRCLE

Payment for this portion will fall under 15102 - 2015 Paving projects. The sponsor of this project is the City of Unalaska Department of Public Works.

A hill composed of construction debris and quarry overburden south of the intersection of Sea Lion Circle and Salmon Way obstructs drainage and pedestrian traffic. The Roads Division wishes to remove the material.

Prepare a 20-feet wide drainage/pedestrian easement exhibit and legal description along the Salmon Way frontage of Lot 1 Block 1 of the Margaret's Bay Subdivision. Include an estimated cut volume at a 45 degree slope and a cross-section.

See Aerial Map.pdf and other background documentation included in **Attachment F**.

4.4 SALMON WAY

Payment for this portion will fall under 15102 - 2015 Paving projects. The sponsor of this project is the City of Unalaska Department of Public Works.

A portion of Salmon Way is a gravel road south east of Sea Lion Circle that continues to the intersection of Salmon Way, Gilman Road, and Pacesetter Way. The gravel road has wandered off of the ROW due to parking areas taken by Unisea employee housing.

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Prepare a ROW realignment plat that matches the existing gravel road and adjoining structures. Include an easement exhibit and legal description within the record of survey to accommodate existing utilities that will be displaced from the ROW.

The preliminary plat must show utilities including stormwater, electrical, communication, private Unisea utilities, water, and sewer. Show crown of the existing gravel road and the ditch flow lines. Show adjoining structures. The basis of location will be by survey of field locates, interviews with utility divisions, interviews with the adjoining landholder Unisea, and record drawings.

For clarity underlay the preliminary plat with an aerial photograph provided by the City of Unalaska.

See Aerial Map.pdf and other background documentation included in **Attachment G**.

4.5 CEMETERY

Payment for this portion will fall under 15106 – Cemetery Survey. The sponsor of this project is the City of Unalaska Roads Division.

The City of Unalaska cemetery has been in use since the 1700's. Some of the property corners are crosses marked in firm stone. Traditionally, families have picked resting spots for their deceased loved ones. As the cemetery grows fuller, it has become more and more difficult for the City of Unalaska Roads Division to excavate a grave without encountering bedrock and/or an unmarked burial.

In 1998, the City of Unalaska Museum of the Aleutians surveyed the topography and the known grave sites.

Using a concise technical memorandum, help the City of Unalaska Planning Department determine common practice in Alaska for 'subdividing' a cemetery and providing the deceased family with a "deed" of some kind that does not interfere with the City of Unalaska's property rights and which also conforms to City of Unalaska Title 8 Ordinance.

Prepare a topographical map of the cemetery. As the work was already performed in 1998, it is acceptable to only topo the recent improvements by the Roads Division and integrate the surfaces together. The recent earthwork is evident in the field.

Obtain the survey coordinates of existing graves from the City of Unalaska ARC-GIS map. Survey and photograph the graves added since 1998. Expect around (20) and the Roads Division can show their location in the field. Update the provided Excel database.

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Overlay the topography and existing graves over the preliminary “plat” and annotate the depth to bedrock with labeled points. The depth to bedrock will be determined by the Roads Division on a 25’ grid using a soil probe in company with the surveyor.

Develop an earthen fill plan/map to identify additional usable area where there is heavy equipment access and 6-feet of cover over future graves. No classified fill, retaining structures, or covering existing graves will be used. The work would be performed by the Roads Division and will not be contracted out or require complex civil plans.

Prepare a cemetery “plat or subdivision” that arranges future grave sites in the proposed usable portions of the cemetery.

Develop an access road widening easement figure and legal description separately from the grave “plat”.

See Aerial Map.pdf and other background documentation included in **Attachment H**.

4.6 GENERALS HILL

Payment for this portion will fall under the Water Division Operating Budget. The sponsor of this project is the City of Unalaska Department of Public Utilities Water Division.

The City of Unalaska intends to locate a water booster station near the intersection of Eagle, Adams, and Aerie Drive on Generals Hill. The proposed location is owned by the Ounalashka Corporation. The purpose of the station is to boost pressure to fire hydrants and residents.

Prepare a ROW acquisition plat.

See Aerial Map.pdf and other background documentation included in **Attachment I**.

4.7 ICY LAKE

Payment for this portion will fall under the Water Division Operating Budget. The sponsor of this project is the City of Unalaska Department of Public Utilities Water Division.

The Water Division intends to reroute a 40-foot wide gravel road from the inlet of the Icy Lake Reservoir between points AP-18 and AP-19 of 305-94-42 and reconnect back into the existing gravel road at L13 on the 12/26/96 Icy Creek Access Road Easement Grant and Agreement.

Site access is limited to 4 wheel drive vehicles or by foot.

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The Water Division has also installed a communication tower and circuit for which an access and utility easement is required.

Coordinate field locates of the access route, conduit, and tower location with the Roads and Water Division.

Prepare an access and utility easement exhibits including figure and legal description.

See Aerial Map.pdf and other background documentation included in **Attachment J**.

4.8 SUMMER BAY ROAD

Payment for this portion will fall under 121802 - Landfill Cells 2-1 & 2-2 Construction. The sponsor of this project is the City of Unalaska Department of Public Utilities.

Verify the preliminary plat against the actual location of the road and adjoining landfill cells and then prepare a new replat of Summer Bay Road and the Coxcomb Subdivision. For clarity, the preliminary plat should show the existing crown and edges of the road.

See Aerial Map.pdf and other background documentation included in **Attachment K**.

4.9 CHOATE LANE

Payment for this portion is under the City of Unalaska Roads Division operating budget. The sponsor of this project is the City of Unalaska Roads Division.

Choate Lane is schedule for drainage improvements by the Roads Division in 2016. Prior to commencement of the work the ROW must be cleared of personal property.

Restore the (10) missing monuments around the ROW and create a record of survey.

See Aerial Map.pdf and other background documentation included in **Attachment L**.

4.10 MAKUSHIN DRIVE

Payment for this portion is under the City of Unalaska Roads Division operating budget. The sponsor of this project is the City of Unalaska Roads Division.

Restore the (4) missing monuments around the ROW and create a record of survey.

See Aerial Map.pdf and other background documentation included in **Attachment M**.

5.0 DELIVERABLES

Deliverable documents must be in conformance with the requirements of City of Unalaska Code of Ordinances Title 8 Planning and Land Use Development.

<http://www.amlegal.com/library/ak/unalaska.shtml>

Top of monuments must be set 6" to 8" below grade to protect them from damage by snow clearing equipment.

Records of Survey and ROW acquisition plats should show all adjoining existing easements and reference to City of Unalaska control monuments just as a plat would per UCO §8.08.070.

A copy of the City Control Map referenced in UCO Title 8 is included in **Attachment N**. Use of CP 1, 3, 13, 21, or 101 are encouraged but not required.

AUTOCAD format files of final documents are required.

ATTACHMENT A
ENGINEERING AND RELATED SERVICES AGREEMENT

[Click to Download Additional Files](#)

CITY OF UNALASKA
Engineering and Related Services Agreement

DPW PROJECT / FILE NO. TBD

DPW CONTRACT NO. TBD

Prepared By:

**City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685
907.581.1260**

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I.	Agreement	
II.	Scope of Services	Exhibit “A”
III.	Contract Schedule	Exhibit “B”
IV.	Fee Proposal	Exhibit “C”

AGREEMENT FOR ENGINEERING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____, 20__, by and _____,
an Engineering Firm (hereinafter called "Engineer" or "Contractor"), and the **CITY OF
UNALASKA** (hereinafter called "City" or "Owner").

WITNESSETH THAT:

WHEREAS City desires to engage Engineer to render engineering and related services for the City of Unalaska for the performance of _____; and

WHEREAS Engineer represents that it is properly licensed and 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 Engineer will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Engineer

Engineer 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

Engineer agrees to perform the work described in **Exhibit A- Scope of Services**; however, the Engineer is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit C – Fee Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit B – Contract Schedule**.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under the State of Alaska's Professional Engineering License, in connection with the _____.

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Engineer 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 Engineer shall not exceed the amount specified in **Exhibit C** without the prior written approval of the City.

4. Payments

City agrees to make monthly payments to Engineer as services are performed and costs are incurred, provided Engineer submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Engineer. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay Engineer for the services identified in **Exhibit A** the **Lump Sum Fee of \$_____**. The Lump Sum Fee is based on the distribution of the Lump Sum Fees between tasks set forth in **Exhibit A**. The portion of the Lump Sum Fee billed and paid for Engineer'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

Engineer 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 Engineer for work hereunder.

6. Independent Contractor Status

In performing under this Agreement, Engineer acts as an independent Contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

7. Indemnification

Engineer shall defend and save harmless City, its employees, officers, and elected officials from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of Engineer while performing under the terms of this Contract.

City shall defend and save harmless Engineer, its employees and officers from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of the City while performing under the terms of this Contract.

8. Assignment

Engineer 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

Engineer 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 City Engineer or such other person as he may designate in writing. Engineer 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 Engineer 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, Engineer 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, Engineer 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 Engineer 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

Engineer agrees that all original design reproducible drawings and their electronic versions, 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.

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 \$250,000 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 Engineer'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 Engineer for work performed or to be performed. City shall notify Engineer 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 Engineer 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

Engineer 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. Engineer 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 Engineer and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Engineer 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

Engineer 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 Engineer'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 Engineer.

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 Engineer 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 Engineer. 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:
Director of Public Works
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

To Engineer:

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-D, and the Engineer'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:

City of Unalaska, Alaska

BY: _____

BY: _____

Don Moore
City Manager

Subscribed and Sworn to
Before Me, a Notary Public
in and for the State of

Subscribed and Sworn to
before Me, a Notary Public
in and for the State of

Alaska, this _____ day
of _____, 20__.

Alaska, this _____ day
of _____, 20__.

My Commission Expires:

My Commission Expires:

**CITY OF UNALASKA
EXHIBIT "A"
SCOPE OF SERVICES
CONTRACT NO. TBD**

See Selected Consultant Scope of Services dated _____, attached.

**CITY OF UNALASKA
EXHIBIT “B”
CONTRACT SCHEDULE
CONTRACT NO. TBD**

See Selected Consultant Schedule dated _____, attached.

CITY OF UNALASKA

**EXHIBIT “C”
FEE PROPOSAL
CONTRACT NO. TBD**

See selected Consultant Fee Proposal dated _____, attached.

ATTACHMENT B
PRICE PROPOSAL FORM

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CITY OF UNALASKA

PRICE PROPOSAL FOR SURVEY SERVICES FOR MULTIPLE PROJECTS

ITEM NO.	EST. QUANT.	DESCRIPTION (Write Bid Price in Words)	TOTAL PRICE
1	Lump Sum	Ilulaq Lake <hr/> Per Lump Sum (Price in Words)	\$
2	Lump Sum	Yatchmeneff Drive <hr/> Per Lump Sum (Price in Words)	\$
3	Lump Sum	Sea Lion Circle <hr/> Per Lump Sum (Price in Words)	\$
4	Lump Sum	Salmon Way <hr/> Per Lump Sum (Price in Words)	\$
5	Lump Sum	Cemetery <hr/> Per Lump Sum (Price in Words)	\$
6	Lump Sum	Generals Hill <hr/> Per Lump Sum (Price in Words)	\$
7	Lump Sum	Icy Lake <hr/> Per Lump Sum (Price in Words)	\$

8	Lump Sum	Summer Bay Road	
		_____ Per Lump Sum (Price in Words)	\$
9	Lump Sum	Choate Lane	
		_____ Per Lump Sum (Price in Words)	\$
10	Lump Sum	Makushin Drive	
		_____ Per Lump Sum (Price in Words)	\$

Total Lump Sum: \$ _____

Total Lump Sum: (in words): _____

Acknowledgment of receipt of Addendum No's. _____

This Price Proposal must be signed by an individual authorized to bind the firm contractually. By signing this cover letter, the Respondent firm agrees to be bound by the terms of the Request for Proposal and the Final Proposal for 90 days. By submitting a Final Proposal, the Respondent also certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

Name of Consulting Firm

Address of Consulting Firm

Signature

Printed Name & Title

Date

ATTACHMENT C
PROPOSAL EVALUATION SCORE SHEET

[Click to Download Additional Files](#)

Proposal Evaluation - *EXAMPLE*

**2015 Survey Services for
Multiple Projects**

Technical Attributes

	Weight	%
Work Plan	50	50.0%
Experiences and References	45	45.0%
Schedule	5	5.0%

Technical Proposal Raw Score	100	--
Technical Proposal Adjusted Score	--	90%

Cost Attributes

	Weight	%
Cost USD	--	--

Price Proposal Score	--	10%
----------------------	----	-----

Total Score

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

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
87.5	87.5	87.5	87.5	87.5	87.5
95.0	100.0	90.0	85.0	80.0	75.0
87.5	95.0	90.0	85.0	80.0	87.5
90.9	93.5	88.8	86.3	83.8	81.9
81.8%	84.2%	79.9%	77.6%	75.4%	73.7%

Enter the Price Proposal (if any) in USD

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
\$20,000.00	\$25,000.00	\$20,000.00	\$22,000.00	\$16,500.00	\$16,000.00
8.0%	6.4%	8.0%	7.3%	9.7%	10.0%
89.8%	90.6%	87.9%	84.9%	85.1%	83.7%

Proposal Evaluation - EXAMPLE
2015 Survey Services for
Multiple Projects

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

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Work Plan	50	50.0%
Experiences and References	45	45.0%
Schedule	5	5.0%

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
1	2	3	4	5	6
2	1	3	4	5	6
6	2	3	4	5	1

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

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Work Plan	50	50.0%
Experiences and References	45	45.0%
Schedule	5	5.0%

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
100.0	95.0	90.0	85.0	80.0	75.0
95.0	100.0	90.0	85.0	80.0	75.0
75.0	95.0	90.0	85.0	80.0	100.0

Total Weight 100 100.0%

96.5	97.3	90.0	85.0	80.0	76.3
------	------	------	------	------	------

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

Evaluator Signature:

Date:

Proposal Evaluation - EXAMPLE
2015 Survey Services for
Multiple Projects

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

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Work Plan	50	50.0%
Experiences and References	45	45.0%
Schedule	5	5.0%

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
6	5	4	3	2	1
2	1	3	4	5	6
1	2	3	4	5	6

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

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Work Plan	50	50.0%
Experiences and References	45	45.0%
Schedule	5	5.0%

Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
75.0	80.0	85.0	90.0	95.0	100.0
95.0	100.0	90.0	85.0	80.0	75.0
100.0	95.0	90.0	85.0	80.0	75.0

Total Weight 100 100.0%

85.3	89.8	87.5	87.5	87.5	87.5
------	------	------	------	------	------

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

Evaluator Signature:

Date:

ATTACHMENT D

ILULAQ LAKE

Additional files such as historic plats are available: [Click to Download Additional Files](#)

Iluluaq Lake



361 ft



The City of Unalaska uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Unalaska reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Unalaska cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Unalaska shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

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437 ft



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ATTACHMENT E

YATCHMENEFF DRIVE

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Easements



179 ft



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ATTACHMENT F

SEA LION CIRCLE

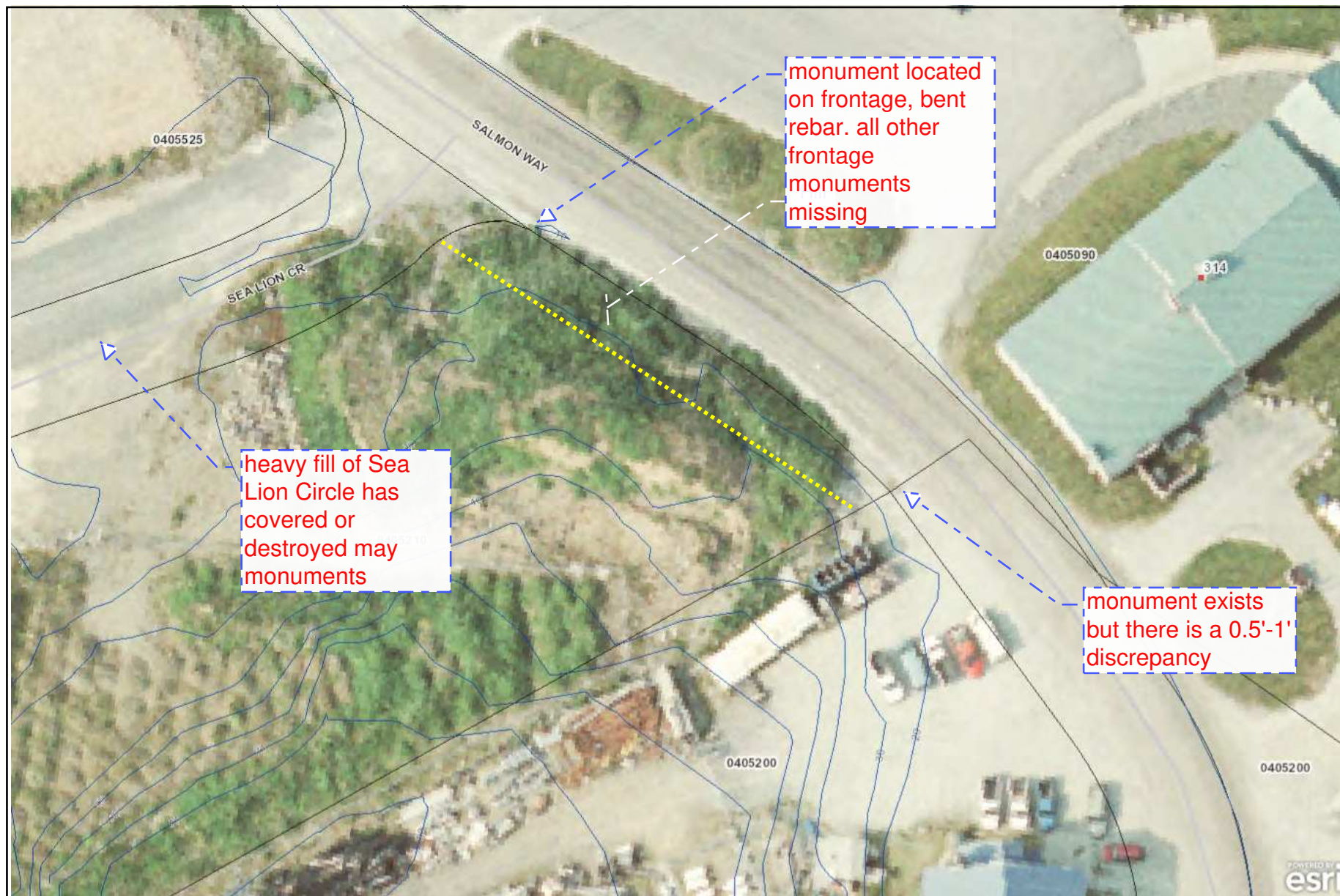
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Hill

Sea Lion Circle

Salmon Way



50 ft



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ATTACHMENT G

SALMON WAY

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Salmon Way area
of survey

722 ft



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ATTACHMENT H

CEMETERY

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361 ft



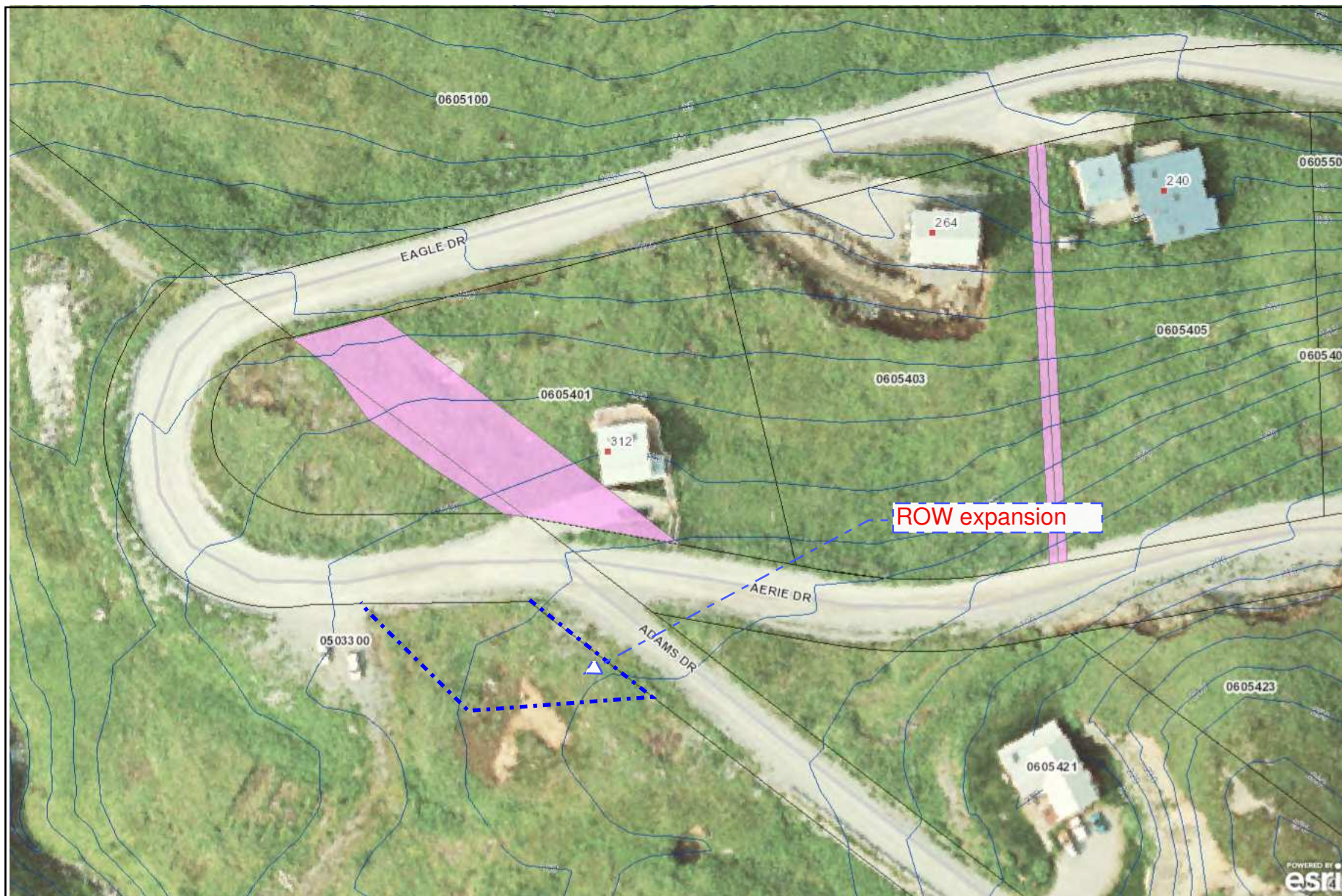
The City of Unalaska uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Unalaska reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Unalaska cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Unalaska shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

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ATTACHMENT I

GENERALS HILL

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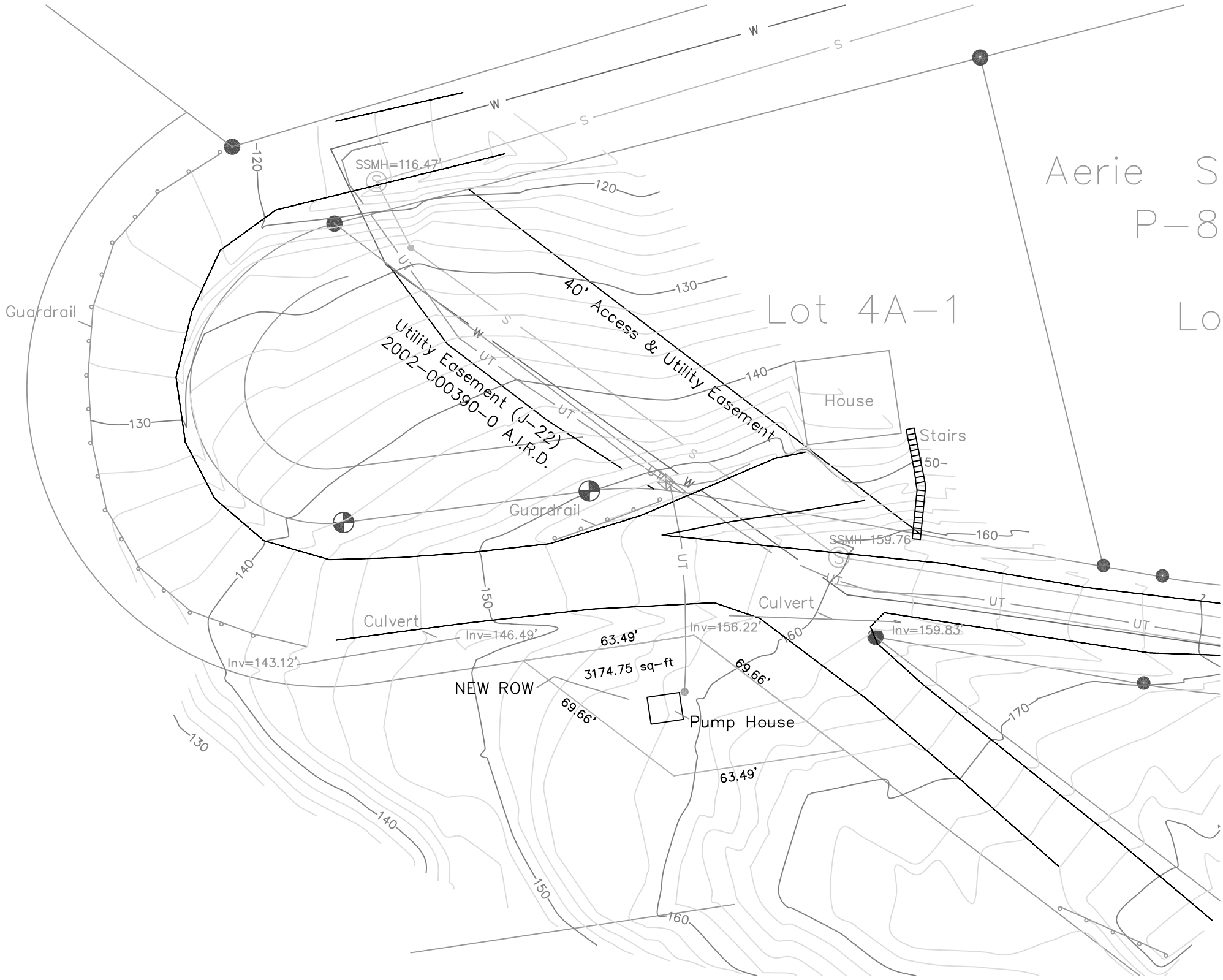


132 ft



The City of Unalaska uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Unalaska reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Unalaska cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Unalaska shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





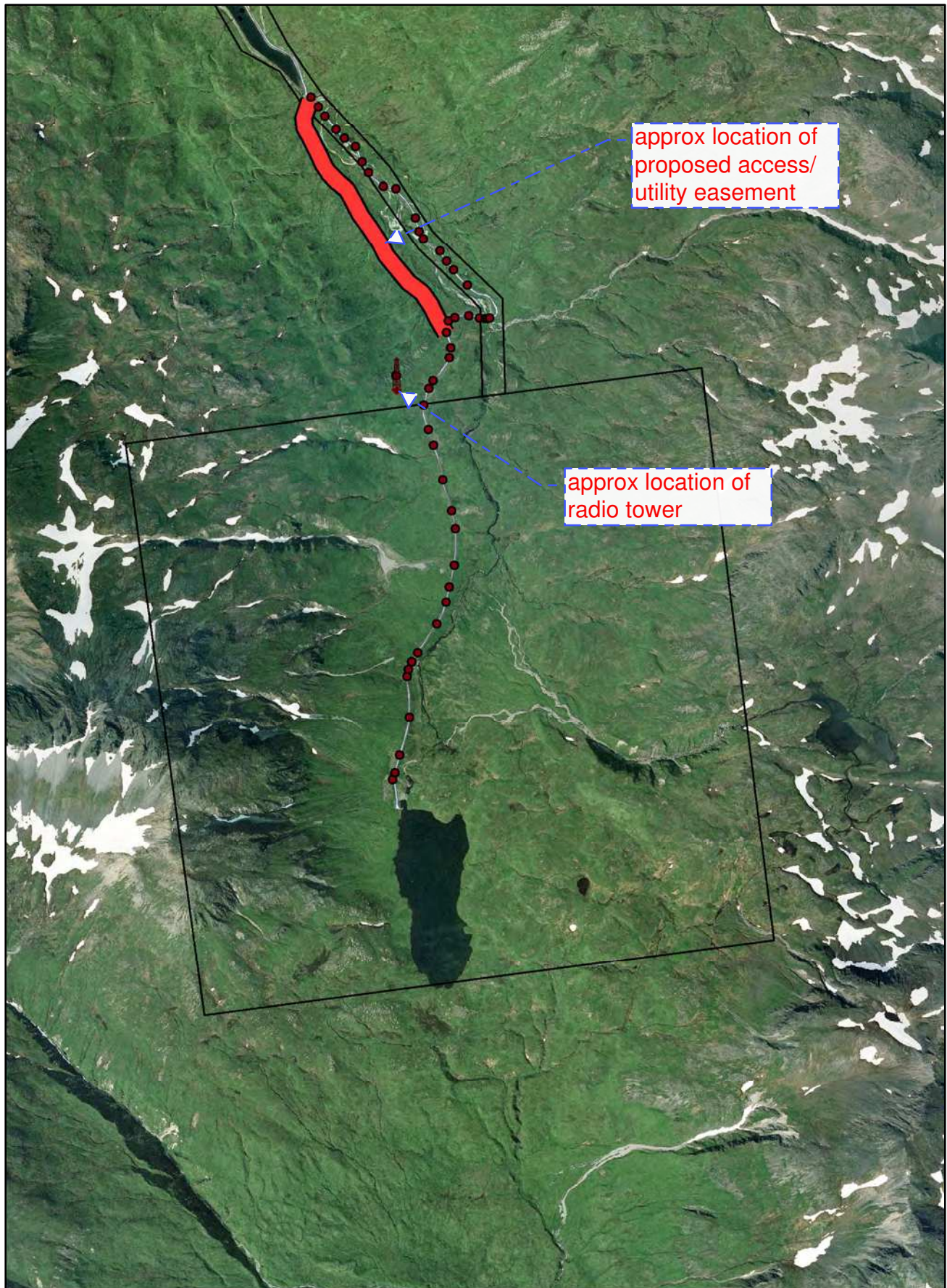
Aerie S
P-8
Lo

ATTACHMENT J

ICY LAKE

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Pyramid Road and Tower



ATTACHMENT K

SUMMER BAY ROAD

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1,148 ft

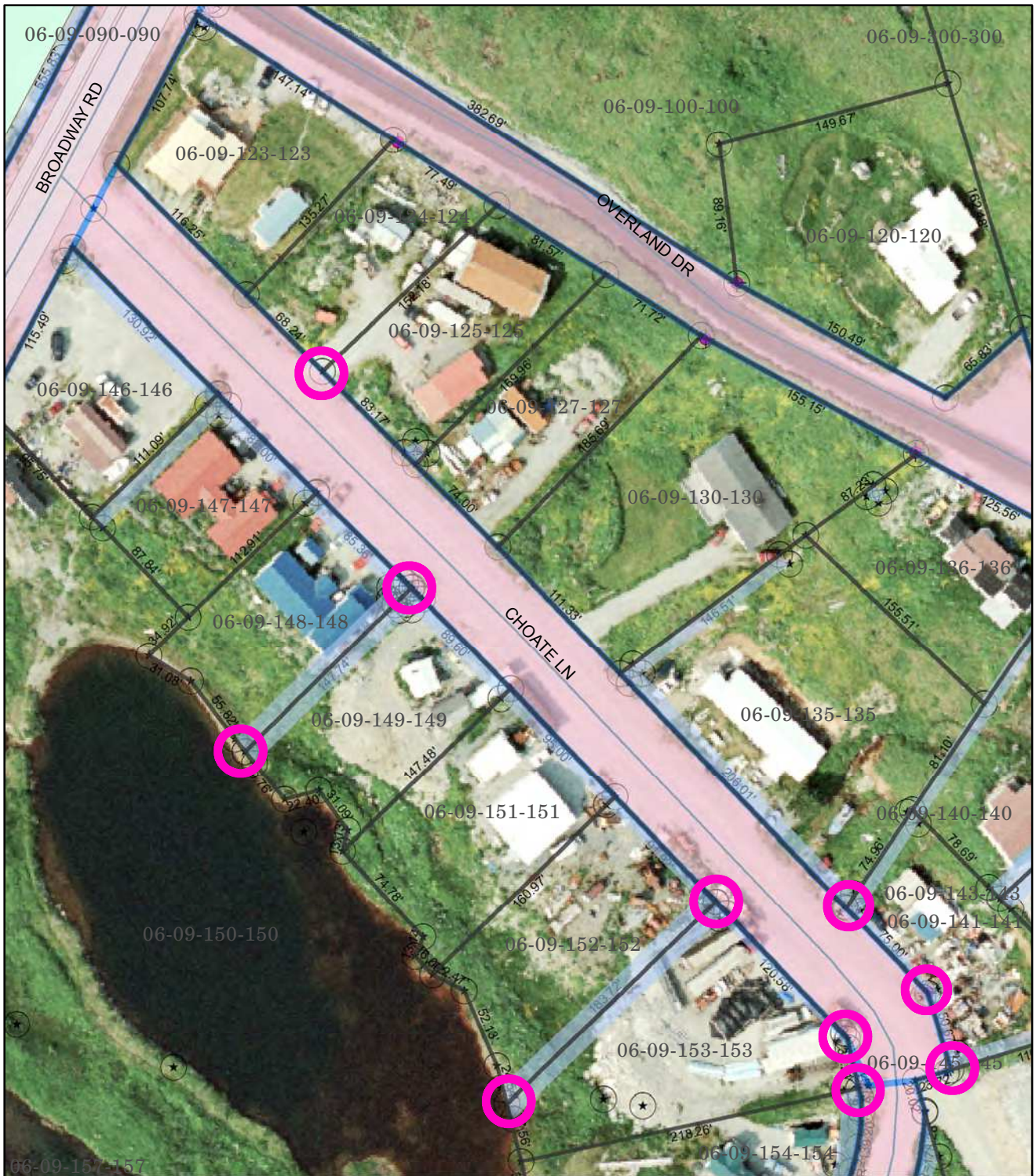
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ATTACHMENT L

CHOATE LANE

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Locate or Replace Monuments 

Choate Lane

Easements



461 ft



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ATTACHMENT M
MAKUSHIN DRIVE

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Locate or Replace Monuments 

Standard Oil Hill

Easements



185 ft



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ATTACHMENT N
CITY CONTROL MAP

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