

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-63

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JENSEN YOBA LOTT, INC. TO PERFORM THE DEPARTMENT OF PUBLIC SAFETY BUILDING ASSESSMENT PROJECT FOR \$97,000

WHEREAS, the City of Unalaska has determined that it is necessary to perform an Assessment of the Department of Public Safety (DPS) facility; and

WHEREAS, the DPS Building Assessment Project is an approved component of the CMMP; and

WHEREAS, the City of Unalaska let a request for qualifications to certain Engineering and Architectural Firms to perform the work and received three proposals in response; and

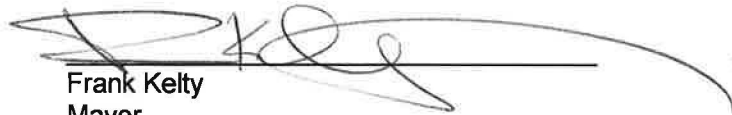
WHEREAS Jensen Yorba Lott, Inc., an experienced design firm, was found to be the highest scoring proposer; and

WHEREAS staff has negotiated a scope of work and price agreeable to the parties; and

WHEREAS, funding is available in the Capital Budget to award and complete the work.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with Jensen Yorba Lott, Inc. to perform the DPS Building Assessment Project in the amount of \$97,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on December 11, 2018.


Frank Kelty
Mayor

ATTEST:


Marjorie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director, Department of Public Works
Through: Thomas Thomas, City Manager
Date: December 11, 2018
Re: Resolution 2018-63 authorizing the City Manager to enter into an Agreement with Jensen Yorba Lott, Inc. to Perform the DPS Building Assessment in the Amount of \$97,000

SUMMARY: Resolution 2018-63 will award the Department of Public Safety Building Assessment Project to Jensen Yorba Lott, Inc. for \$97,000.

PREVIOUS COUNCIL ACTION: Council funded this project via the FY2019 Capital & Operating Budget Ordinance 2018-04, adopted May 22, 2018, and has taken no other action on this Project.

BACKGROUND: The Department of Public Safety (DPS) structure, constructed in 1987, is unable to serve as a modern day Public Safety Complex due to the physical structure's failure to support all of the operational needs of the Department. Some of the issues that will be addressed by this Project include the expansion and separation of multiple shared spaces, crowded to the point of inefficiency and creating safety and confidentiality issues, as well as building access restrictions that impede response times.

DISCUSSION: The work to be performed under this agreement is a pre-development design phase similar to the Library expansion work performed in 2017. The work will include an assessment of the physical condition of the building and a public investigation into the functional needs of Fire, Emergency Medical Services, Police, Corrections, Animal Control, Dispatch and DMV through several meetings held in Unalaska. Multiple alternatives will be explored including a retrofit and expansion of the existing building or a retrofit plus an additional building. The cost implications of both will be presented to Council.

In 2018 staff let a Request for Qualifications for Architectural and Engineering Pre-Design Services to the 6 architectural firms that previously submitted proposals in response to the RFQ for the Airport Terminal Roof Project. Staff conducted interviews with the top three responding firms. After scoring their proposals and interviewing the project teams from the three companies, the results were a tie between ECI Hyer, Inc. and Jensen Yorba Lott, Inc. Staff further evaluated the strengths of both firms and, considering the full schedule of the other firms, recommended an award to Jensen Yorba Lott, Inc. Jensen Yorba Lott, Inc. has successfully performed multiple similar public safety investigations for other communities in Alaska and is well-qualified to

perform the work. Resolution 2018-63 awards the Building Assessment and Pre-Development work to Jensen Yorba Lott, Inc.

ALTERNATIVES: Alternatives to awarding this resolution include postponing the work until a later date or not performing the work at all.

FINANCIAL IMPLICATIONS: The Engineering & Architectural Services line item of the project's budget is funded at \$99,963 as of this writing.

LEGAL: Not applicable.

STAFF RECOMMENDATION: Given the implications of Ordinance 2018-11, which will create a Department of Fire and Emergency Medical Services, staff recommends moving ahead with this project and awarding the work to Jensen Yorba Lott, Inc. for \$97,000.

PROPOSED MOTION: I move to approve Resolution 2018-63.

CITY MANAGER COMMENTS: I recommend approval of Resolution 2018-63.

ATTACHMENTS:

Procurement Memo from City Engineer

Scoring Sheet

Jensen Yorba Lott, Inc. Fee Proposal

Standard Form of Agreement



MEMORANDUM

TO: Thomas Thomas
CC: Jennifer Shockley, Ramona Thompson, Clay Darnell, Tom Cohenour
FROM: Robert Lund, City Engineer
DATE: August 10, 2018
SUBJECT: A&E Procurement - DPS Building Assessment Project (DPW 19103)

The Department of Public Safety (DPS) has a FY2019 capital project for a building assessment of the shared Public Safety Facility. Those services are normally provided by an architect who has performed similar work and is selected through a Request for Qualifications (RFQ) process per the City Purchasing Policy. DPW recently let a Request for Qualifications for an architect to evaluate the Airport Terminal Roof. DPW received 7 Statements of Qualifications (SOQs). On July 2, 2018 the 7 firms were asked to provide a 3 page Memorandum of Interest for the DPS Building Assessment Project. Memorandums were received from the following 3 firms who, incidentally, were also the 3 highest scored firms from the Airport Terminal Roof Project.

- GDM Inc.
- Jensen Yorba Lott, Inc.
- ECI Alaska

On July 26, 2018 the responding 3 firms were scored based on their SOQs and Memorandums by DPS Fire, DPS Police and DPW. The initial round of scoring showed Jensen Yorba Lott ranked 1st with GDM and ECI tied for 2nd place.

Subsequently, per the RFQ, all three firms were invited to a 1 hour interview with pre-determined interview questions on August 8, 2018. After the interview, the firms were again scored and Jensen Yorba Lott and ECI tied for first place. Removing GDM from the scoring matrix did not break the tie as all of GDM's scores were ranked 3rd.

Both Jensen Yorba Lott, Inc. and ECI are very well qualified to complete the work.

Proposal Evaluation

DPS Building Assessment Interviews

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Technical Attributes	Weight	%
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%

JYL	GDM	ECI						
97.5	90.0	97.5						
97.5	90.0	97.5						
97.5	90.0	97.5						
97.5	90.0	97.5						
97.5	90.0	97.5						
97.5%	90.0%	97.5%						

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

Enter the Price Proposal (if any) in USD
--

Cost Attributes	Weight	%
Cost USD	--	--

JYL	GDM	ECI						
0.0%	0.0%	0.0%						

Price Proposal Score -- 0%

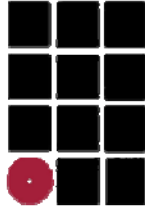
Total Score Ranking

97.500%	90.000%	97.500%						
1	3	1						

8/8/18

[Signature]

**Jensen
Yorba
Lott
Inc**



Jensen Yorba Lott, Inc. Fee Proposal

Architecture

Interiors

November 21, 2018

**Construction
Management**

Robert Lund
City Engineer
City of Unalaska
PO Box 610
Unalaska, AK 99685

1935

Founded as
H.B. Foss Company

RE: DPS – Pre-Design Proposal

1945

Foss & Malcolm

Dear Robert:

1949

Foss, Malcolm &
Olsen

Attached is the revised Design approach incorporating edits as discussed at the meeting yesterday and the proposed fee for the Pre-Design phase of the project.

1956

Foss, Olsen & Sands

We are available to discuss the approach and the proposal at your convenience.

1958

Olsen & Sands

We appreciate this opportunity to collaborate with the city on this important project and look forward to working together in the coming months.

1969

Sands & Ackley

Sincerely,

1974

Ackley &
Associates, Inc.

Wayne Jensen

1979

Ackley/Jensen
Architects, Inc.

Enclosure(s)

1985

Jensen Douglas
Architects, Inc.

1997

Jensen Yorba Lott,
Inc.

522 West 10th Street
Juneau, AK 99801
Tel: 907.586.1070
Fax: 907.586.3959
www.jensenyorbalott.com



SUMMARY

Project: **Unalaska Department of Public Safety**

SERVICES	FEE	EXPENSES	TYPE	TAX	TOTAL
Pre-Development	\$78,000	\$19,000	Time/Expense	\$0	\$97,000
Site Analysis	\$0	\$0		\$0	\$0
Schematic Design	\$0	\$0		\$0	\$0
Design Development	\$0	\$0		\$0	\$0
Construction Documents	\$0	\$0		\$0	\$0
Bidding and Negotiations	\$0	\$0		\$0	\$0
Construction Administration	\$0	\$0		\$0	\$0
Construction Observations	\$0	\$0		\$0	\$0
TOTAL					\$97,000

DESIGN SERVICES PROPOSAL



PRE-DEVELOPMENT SERVICES

Project: **Unalaska Department of Public Safety**

STAFF:	Architect						Interior Design			Construction Manage			Drafter		Exec A	Cler A	ACC	TOTAL
	PMgr	A-III	A-II	A-I	Int III	Int II	ID-III	ID-II	ID-I	CM-III	CM-II	CM-I	D-II	D-I	EA	CA	A	
	\$170	\$140	\$125	\$110	\$95	\$85	\$140	\$115	\$65	\$140	\$120	\$95	\$95	\$85	\$80	\$40	\$85	
ARCHITECTURE:																		
Project Management																		
Task 1:																		
Preparation	8	16		8									24					
Task 2:																		
Program meetings	4	4																
Condition Survey	4	4																
Concept Options	8	8																
Travel	16	16		16														
Task 3:																		
Draft space Program	4	16		16														
Draft Concept Options	8	24		24														
Travel	16	16																
Task 4:																		
Present Concept Design	16	16																
Travel	16	16																
Subtotal Hours	100	136	0	64	0	0	0	0	0	0	0	0	24	0	0	0	0	324
Subtotal Dollars \$	17,000	19,040	0	7,040	0	0	0	0	0	0	0	0	2,280	0	0	0	0	45,360

CONSULTANTS:

Civil Engineering, Geotech Investigation	
Structural Engineering	\$6,080
Mechanical Engineering	\$9,410
Electrical Engineering	\$9,410
Hazardous Materials Investigation	
Landscape Architecture	
Cost Estimating	\$5,000
Energy Analysis	
Subtotal	\$29,900
Overhead/Profit 10%	\$2,990
Total	\$32,890

TOTAL PRE-DEVELOPMENT SERVICES FEE (Rounded)	\$78,000
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PND Engineers Inc.
 9360 Glacier Highway Suite 100
 Juneau, Alaska 99801

November 7, 2018
 PND 18J 124

**Unalaska Public Safety Building
 JYL- City of Unalaska
 Structural Engineering Fee Proposal**

**Engineering Services
 LABOR**

Task	Hourly Rate	Professional			Technical		Administrative		Task Costs	Phase Subtotal
		Struct. Eng. Principal	Senior Engineer II	Senior Engineer I	Senior Land Surveyor	Staff Engineer V	CADD Tech. V	Tech V		
A Site Visit		\$190.00	\$130.00	\$120.00	\$125.00	\$115.00	\$105.00	\$115.00		
Travel and Site Visit	20								\$3,800	
Analysis	8								\$1,520	
Report	4								\$760	\$6,080
Total Labor	32								\$6,080	\$6,080

EXPENSES

Site Visit Air Fare - Anc - Dutch Harbor	1 RT At	\$1,220	
Site Visit Transportation by Others			
Site Visit Perdiem	1 Day at	\$240	\$240
Airport Parking	1 Day at	\$15	\$15
Expenses Mark up	10%		\$30
Total Expenses			\$285

Total Structural Engineering Design Services **\$6,365** **7,703**

MECHANICAL ENGINEERING

#	TASK	Principal Mechanical Engineer	Lead Mechanical Engineer	Project Mechanical Engineer	Mechanical EIT	Staff Engineering Technician		
	Billing Rate (\$/hr)	\$225.00	\$160.00	\$145.00	\$105.00	\$105.00		
10	Pre-Design/Planning						Hourly Subtotal	Subtotal Cost
	Project Set Up, Review Reference Material		3				3	\$ 480.00
	Site Visit		28				28	\$ 4,480.00
	Narrative - Condition Survey		6				6	\$ 960.00
	Prelim Calcs, Review Codes, Equipment Selection		5				5	\$ 800.00
	Narrative - System Description		8				8	\$ 1,280.00
	Project Coordination		2				2	\$ 320.00
	Project Meeting		2				2	\$ 320.00
	Respond to Comments		2				2	\$ 320.00
	QC/QA	2					2	\$ 450.00
							0	\$ -
							0	\$ -
	Hourly Subtotal	2	56	0	0	0	58	
	Cost	\$ 450	\$ 8,960	\$ -	\$ -	\$ -		\$ 9,410.00

ELECTRICAL ENGINEERING

#	TASK	Principal Electrical Engineer	Lead Electrical Engineer	Project Electrical Engineer	Electrical EIT	Staff Engineering Technician		
	Billing Rate (\$/hr)	\$225.00	\$160.00	\$145.00	\$105.00	\$105.00		
10	Pre-Design/Planning						Hourly Subtotal	Subtotal Cost
	Project Set Up, Review Reference Material		3				3	\$ 480.00
	Site Visit		28				28	\$ 4,480.00
	Narrative - Condition Survey		6				6	\$ 960.00
	Prelim Calcs, Review Codes, Equipment Selection		5				5	\$ 800.00
	Narrative - System Description		8				8	\$ 1,280.00
	Project Coordination		2				2	\$ 320.00
	Project Meeting		2				2	\$ 320.00
	Respond to Comments		2				2	\$ 320.00
	QC/QA	2					2	\$ 450.00
							0	\$ -
Hourly Subtotal		2	56	0	0	0	58	
Cost		\$ 450	\$ 8,960	\$ -	\$ -	\$ -		\$ 9,410.00

11/8/2018

REIMBURSABLE EXPENSES

#

10 Pre-Design/Planning**Mechanical****Electrical****Total**

Item	unit	unit cost	#	subtotal	#	subtotal	Total
Copies/Prints/Scans (Letter)	ea	\$ 0.10		\$ -		\$ -	\$ -
Copies/Prints/Scans (11x17)	ea	\$ 0.20		\$ -		\$ -	\$ -
Copies/Prints/Scans (Full Size Drawing)	ea	\$ 1.00		\$ -		\$ -	\$ -
Teleconference Costing	hr/line	\$ 3.00		\$ -		\$ -	\$ -
Airfare	ea	\$ 1,150.00	1	\$ 1,150	1	\$ 1,150	\$ 2,300.00
Rentals	day	\$ -		\$ -		\$ -	\$ -
Survey GPS Rental	day	\$ 309.00		\$ -		\$ -	\$ -
Shipping	ea	\$ 25.00		\$ -		\$ -	\$ -
Parking	day	\$ 13.00	3	\$ 39	3	\$ 39	\$ 78.00
Hotel	day	\$ 175.00	2	\$ 350	2	\$ 350	\$ 700.00
Per Diem	man day	\$ 65.00	3	\$ 195.00	3	\$ 195.00	\$ 390.00
Subtotal				\$ 1,734		\$ 1,734	\$ 3,468

CITY OF UNALASKA

Consultant Agreement

City of Unalaska Department of Public Safety Building Assessment

PROJECT / FILE NO. 19103

DRAFT

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 _____, 2018, by and between **Jensen Yorba Lott, Inc.** (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 an **City of Unalaska Department of Public Safety Building Assessment**; and

WHEREAS Consultant represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Consultant will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Consultant

Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in **Exhibits A-C** of this Agreement.

2. Performance

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

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

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Consultant as compensation for the services under this Agreement such sums of money as set forth in **Exhibit C** of this Agreement. The amount payable to the Consultant shall not exceed the amount specified in **Exhibit C**.

4. Payments

City agrees to make monthly payments to Consultant as services are performed and costs are incurred, provided Consultant submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Consultant. All invoices are otherwise due

and payable within thirty (30) days of receipt by City. City shall pay Consultant for the services identified in **Exhibit A** the **Not to Exceed Total Fee of \$97,000 (Ninety Seven Thousand 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.

City shall defend and save harmless Consultant or any employee, officer, or insurer thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of City while performing under the terms of this contract.

8. Assignment

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the Director of Public Works or such other person as he may designate in writing. Consultant shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Consultant in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent

and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

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

12. Ownership and Use of Documents

Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products produced by the Consultant and its Subcontractors and the City shall have royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

Should the City elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the City will indemnify the Consultant and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original Consultant or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

13. Insurance

A. During the term of the contract, the 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 **two (2) years** from the date first shown above. The agreement may be extended by the mutual written agreement of City and Consultant.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Consultant as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Consultant. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

Tom Cohenour, Dir. of Public Works
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Consultant:

Wayne Jensen, Principal Architect
Jensen Yorba Lott, Inc.
522 West 10th Street
Juneau, Alaska 99801

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 3/15/2018 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.

JENSEN YORBA LOTT, INC.

CITY OF UNALASKA, ALASKA

By: _____
Wayne Jensen, Its _____

By: _____
Thomas Thomas, City Manager

State of Alaska)
) ss.
First Judicial District)

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2018, by Wayne Jensen, the _____ of JENSEN YORBA LOTT, INC., an Alaska Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ____ day of _____, 2018, by Thomas Thomas, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission Expires _____

Notary Public, State of Alaska
My Commission Expires _____

CITY OF UNALASKA

EXHIBIT "A"
SCOPE OF SERVICES

CITY OF UNALASKA

EXHIBIT "B"
SCHEDULE

CITY OF UNALASKA

EXHIBIT "C"
FEE PROPOSAL