



**REQUEST FOR PROPOSALS**

For Professional Consulting Services  
City of Unalaska Comprehensive Plan

City of Unalaska  
Planning Department

Issue Date: February 25, 2025

Proposal Due Date: April 18, 2025

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I. UNALASKA COMMUNITY PROFILE

Located just 50 miles from the Great Circle route, Unalaska, the 14th 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 40 miles of roads linking our port, harbors and private docks with local businesses and our thriving residential community of 4,120. 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 50 years, Unalaska’s economy has been based on commercial fishing, seafood processing, fleet services and marine transportation. Unalaska’s International 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 “Potential Port of Refuge” by the Coast Guard 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.

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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 30 years.

We are the home of a creative, friendly and industrious community, and a Blue Ribbon of Excellence Award school system.

There are unique challenges to construction in Unalaska that include frequent hurricane force winds, strong seismic forces, high snow loads, wind driven precipitation, corrosive marine conditions and geographical remoteness. The possibility of flooding caused by tsunamis is a persistent concern, and a large amount of infrastructure is located within the inundation zone. Additionally, a significant percentage of developable land is privately owned and not offered for sale.

### II. PURPOSE OF THE PROJECT

The City of Unalaska's current comprehensive plan was adopted in 2011. The City seeks a new comprehensive plan, with particular emphasis on economic analysis and the study of a potential public transit system.

### III. DEMOGRAPHICS

**Population:** The City of Unalaska has approximately 4,120 permanent residents and supports the largest commercial seafood industry in the United States. Our community is wonderfully multicultural and diverse. According to U.S. Census data, many ethnicities and cultures are represented in Unalaska. During fishing and seafood processing seasons, Unalaska's population swells to more than 10,000 due to the influx of transient employees hired to work for the local industries.

Unalaska's population has decreased over the last few years. In addition to there being fewer residents there has also been a significant reduction in the number of children enrolled in the Unalaska City School District. The 2019-2020 school year had 430 enrolled students whereas the 2022-2023 enrollment was about 350. Reasons for the population reduction include the high cost of living, increasing travel cost between Unalaska and Anchorage, and the low availability of housing. Alaska overall is competing with higher paying job opportunities in the Lower 48.

**Housing:** The 2020 Census indicates Unalaska had 811 households and an average household size of 4.7 people. The census also reports there were 458 families with an average size of 5.9 people. The home ownership rate is 24.8% while 75.2% of the households are rented.

**Income:** Unalaska's mean household income was \$116,510 in 2020 and its mean family income was \$128,541. Cost of living is correspondingly high, with Unalaska significantly outpacing Alaskan communities on the road system.

### IV. ECONOMY

Unalaska is the anchor for commercial fishing activity in the Bering Sea and the Aleutian Islands. According to NOAA's Fisheries of the United States 2022, the most recent data available, Unalaska's Port of Dutch Harbor is once again the #1 Commercial Fishing Port in the U.S. with the greatest quantity of fish and shellfish harvested for the 26th consecutive year. In 2022, commercial fishermen delivered 613.5 million pounds of seafood at our port, valued at 160 million dollars. That compares to 745 million pounds crossing the docks

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valued at \$249 million the previous year. The region with the highest volume and revenue was the North Pacific with 4.8 billion pounds landed and \$2.1 billion in revenue. Approximately 400 vessels fish the Aleutian Islands and the Bering Sea for various groundfish, cod, halibut, salmon, herring, and several species of crab. The fleet utilizes approximately 12,000 feet of City dock space, with an additional 10,000 feet of commercial dock space available within the community.

Unalaska is also the home of the westernmost container terminal in the United States and is one of the most productive ports for the transshipment of cargo in Alaska. In addition to products shipped domestically to and from this regional hub, the product is shipped to ports around the world with weekly shipments headed to Europe and Asia by container ship and freighter. The community has two rail cranes, one at the Unalaska Marine Center and one at a private commercial dock.

Unalaska is unique among Alaska's coastal communities in the support services it provides. In addition to the four seafood processing facilities in Unalaska, the business community provides a wide range of services, including accounting and bookkeeping, banking, cold storage, construction and engineering, diesel sales and service, electrical service and marine electronics, equipment (forklifts, cranes, top picks), freight forwarding, gear replacement and repair, hydraulic services, logistical support, marine pilots and tugs, maritime agencies, stevedoring, trucking, vehicle rental, vessel repair, warehousing, and welding. Because of the wide variety of services provided every day, no other community in the region has Unalaska's capacity to support commercial fishing in the Bering Sea.

### V. SCOPE OF SERVICES FOR COMPREHENSIVE PLAN

Respondents must provide a narrative description of the methods proposed to accomplish a Comprehensive Plan including project management and coordination, public input and community engagement, data collection and analysis pertaining to the areas of assessment, the respondent's qualifications to perform the requested scope of services, and the overall output products.

The City of Unalaska's Comprehensive Plan will position the community to meet the needs of residents and visitors for the next ten years and guide the City as it experiences changes in the fishing industry and its economic base.

The selected consultant will be responsible for gathering and analyzing comprehensive demographic, economic, and infrastructure data through both primary and secondary research methods. This could include conducting stakeholder interviews, facilitating focus groups, and administering community surveys to gather qualitative input. The consultant should propose an inclusive and multi-faceted public engagement strategy that reaches diverse segments of the community and includes a mix of in-person and digital outreach methods. Public Engagement must include presentations to the Planning Commission and City Council. All engagement materials and communications should be accessible to the entire community, including appropriate translation of materials based on Unalaska's demographic makeup.

The Scope of Services includes creating a Comprehensive Plan to guide future capital project initiation and development, an economic analysis to understand the impact of changes in the fishing and shipping industries on the community and a transit study to assess the need and potential models for a public transit system. The Comprehensive Plan should consider the community's resources and challenges identified in Attachment B.

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At a minimum, the Comprehensive Plan should contain the following:

### **1. Community Profile:**

- a. Conduct a thorough analysis of existing conditions, infrastructure, demographics and land use patterns.
- b. Assess Unalaska's progress achieving the goals of the Unalaska 2020 Comprehensive Plan adopted in 2011.
- c. Assess demographic shifts, including changes in seasonal or permanent residency.
- d. Analyze future growth trends, including migration patterns and industry demands.

### **2. Economy:**

- a. Conduct an economic analysis that assesses current and forecasted industry conditions, including regional and global factors, as they affect Unalaska.
- b. Evaluate economic resilience and suggest strategies for economic diversification.
- c. Perform a fiscal impact analysis to determine the tax burden of current and proposed development and infrastructure.
- d. Assess workforce housing needs and their relationship to economic development.

### **3. Transit**

- a. Evaluate the City's existing roadway and pedestrian network and establish goals and objectives for future improvements.
- b. Study the feasibility of a public transit system in Unalaska. Review past transit studies, evaluate costs, benefits and impacts.
- c. Survey current travel patterns involving all stakeholders, including residents, transient seafood processing industry workers, students, local businesses and nonprofit organizations.
- d. Develop ridership forecasts based on previous transit studies, stakeholder surveys and available demographic data.
- e. Compare possible operating models for a transit system and estimate capital costs.

### **4. Land Use**

- a. Evaluate existing land use patterns, zoning and development regulations.
- b. Conduct a zoning needs assessment that includes a review of current zoning and development regulations and propose changes to reflect the broader goals identified by the Comprehensive Plan.
- c. Identify opportunities for growth and redevelopment with particular emphasis on land with known or potential environmental contamination.
- d. Identify barriers preventing areas from being developed to their highest and best use.

### 5. Community Vision

- a. Facilitate a visioning process to define Unalaska’s preferred future.
- b. Identify core community values, aspirations and priorities.
- c. Develop consensus around key themes and translate them into clear vision statements to guide the Comprehensive Plan.
- d. Create measurable goals and objectives that align with the community vision and can be tracked over time.

### 6. Implementation Strategy

- a. Prioritize recommendations across all plan elements.
- b. Develop implementation timeline and identify funding strategies.
- c. Establish metrics for monitoring plan progress.

## VI. TIMELINES AND PRESENTATION OF WORK PRODUCT

The Evaluation Team will be appointed by the Director of Planning from among City staff, City Council, Planning Commission and community members. All Evaluation Team members will be required to certify that they have no conflicts of interest and that they will strictly adhere to the procedures herein described.

1. The City of Unalaska receives the proposal.
2. Evaluation Team evaluates the Proposals according to established criteria.
3. The Evaluation Team will interview the two highest scoring responsive proposers.
4. Director of Planning forwards evaluation and interview results and the proposed Contract to the City Manager.
5. City Manager may seek to negotiate with the selected proposer and shall then forward the manager’s recommendation to the City Council for Contract award.
6. The City of Unalaska and the successful proposer execute the Contract, and a purchase order is issued, which serves as notice to proceed.

### Anticipated Timeline

7. Proposals due: April 18, 2025.
8. Interview selected finalists: week of April 28, 2025.
9. Award of Contract: May 14, 2025.
10. Anticipated performance period: 365 days.
11. The project is expected to be complete by May 2026.

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The final report should be presented in Unalaska by December 22, 2026. The City may, in its sole discretion, extend any or all timelines set forth herein.

### VII. PROPOSAL REQUIREMENTS

It is expected that each respondent will thoroughly review all relevant background materials, plans and policies provided by the City of Unalaska and conduct any additional research necessary to develop a comprehensive understanding of the project context prior to preparing a proposal. Consultants should demonstrate relevant experience and expertise in similar planning efforts, along with a clear methodology for stakeholder engagement and policy development. Creative approaches that demonstrate innovation in public participation, data analysis, or implementation strategies are encouraged. While alternative methodologies may be proposed, they should be presented as supplemental to, rather than replacing, the core engagement and deliverable requirements outlined in the Scope of Work.

Proposals are limited to 20 pages excluding required statements, addendums, and appendices. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below.

- A. **Title Page:** Show the Request for Proposal subject, the name of the firm, address, telephone number, name of contact person, and the date.
- B. **Executive Summary:** A brief overview of the proposal and the consultant’s approach to the project.
- C. **Table of Contents:** Identify the material clearly by section and page number.
- D. **Consultant Information**
  - 1. Name, address, and contact information.
  - 2. Description of the consultant’s qualifications, experience, and expertise in similar projects.
- E. **Letter of Transmittal:** Limit to no more than two printed pages.

Briefly state the firm’s understanding of the services to be provided and include the names of persons who will be authorized to make representations for the firm, their titles, addresses, and telephone numbers. This letter must be signed by an individual who has the authority to bind the firm.
- F. **Project Team & Experience**
  - 1. Names, qualifications, and experience of key personnel assigned to the project.
  - 2. Roles and responsibilities of each team member.
  - 3. The location of the home office and the scope of services offered there.
  - 4. Any additional information reflecting on the Respondent’s ability to perform on this Project.
  - 5. Optional: Provide a link to another comprehensive plan completed by the projected team.
- G. **Project Approach**

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1. Detailed description of the methodology and approach to be used.
2. Timeline and milestones for completing the project.

### H. Budget

1. Detailed budget breakdown, including costs for each task and overall project cost.
2. Billing rates of key personnel in tabular format.
3. Any additional costs or expenses that may be incurred.

### I. References

At least three references from previous clients for whom the consultant has conducted similar projects.

## VIII. PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted to the City Clerk at [emagdaong@ci.unalaska.ak.us](mailto:emagdaong@ci.unalaska.ak.us) and [aaguilar@ci.unalaska.ak.us](mailto:aaguilar@ci.unalaska.ak.us) by 5:00pm (Alaska Time) on April 18, 2025. Proposals should be submitted via email. It is the respondent's sole and independent responsibility to timely submit proposals.

All questions or inquiries should be directed no later than March 21, 2025 to:

**Cameron Dean**  
Planning Director  
[cdean@ci.unalaska.ak.us](mailto:cdean@ci.unalaska.ak.us)  
(907) 581-3100

## IX. PROPOSAL EVALUATION AND SELECTION PROCESS

The purpose of the Statement of Qualifications is to evaluate each proposer's capabilities for execution of the Project. Evaluation criteria and weight are as follows:

Major Factor	Weight
1. Professional Qualifications	15
2. Experience & References	15
3. Project Approach	25
4. Deliverables/Creativity	35
5. Price	10
<b>TOTAL</b>	<b>100</b>

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The Evaluation Team will rank each proposal using a successive integer ranking system for each major factor. Evaluators will be assessing the creativity of the proposed solutions as they are applied to the unique circumstances and location of Unalaska. An evaluator score for each proposal will be calculated. The total score for each proposal is an average of all the evaluator scores. Evaluators will rank respondents based on the total score of the written proposal and overall consideration of the interview.

### X. Contract and Other Items

Interpretations or clarifications considered necessary by the City of Unalaska in response to such questions will be issued by Addenda. Addenda will be emailed to all registered potential Respondents and posted on the City of Unalaska website: <http://www.ci.unalaska.ak.us/rfps>

The City reserves the right to reject any or all proposals received, or to negotiate a scope of services, project schedule, or fee schedule that may end up substantially different from the initial proposal received. The selection of a successful proposal is the sole discretion of the City of Unalaska. No contract is effective until approved by the Unalaska City Council and signed by the City Manager.

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.

**Contract:** The Contract will be in the form of the Consulting Services Agreement, Attachment C. By submitting a Proposal, Respondent is agreeing to the terms as outlined in Attachment C. The Scope of Services, Project Schedule, and Fee for Services shall be in accordance with the selected proposal, subject to negotiations.

**Relationship of Parties:** The contractor shall perform its obligations hereunder as an independent contractor of the City. The City may administer the contract and monitor the firm's compliance with its obligations hereunder. The City shall not supervise or direct the firm 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.

**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, including a City business license, 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.

**Insurance:** Attachment D – Insurance sets forth insurance requirements for the Contract and is incorporated into the Contract.

**Attachment A**  
**Available Planning Resources**

This attachment lists previous planning documents and other resources produced by the City of Unalaska and other community stakeholders that may aid the development of the Comprehensive Plan.

All listed resources are available on the City of Unalaska website:

<https://www.ci.unalaska.ak.us/planning/page/planning-resources>

- Comprehensive Plan (2011)
- Housing Strategy
- Land Use Plan
- PCR Master Plan
- Unalaska Transit Study
- Airport Master Plan
- Unalaska City School District Strategic Plan
- Utility Master Plans
- Capital and Major Maintenance Plan

**Attachment B**

**Unalaska Resources and Challenges**

**1. Land Use**

a. Resources

- a. Numerous tideland parcels owned by the City are valuable for marine industrial development.
- b. Potential for a military base established on Unalaska Island.

b. Challenges

- a. The vast majority of land is privately owned. The City owns very little developable land.
- b. Very little developable land exists outside tsunami inundation zones.
- c. Zoning code does not realistically address communication tower site selection leading to conditional use permit requests to place towers in residential areas.
- d. Limited ability for the City to enforce code or abate nuisances on restricted deed properties.

**2. Health**

a. Resources

- a. Healthcare Facilities: Iliuliuk Family Health Services, Aleutian Pribilof Islands Association
- b. Chiropractic and Physical Therapy: Arctic Chiropractic
- c. Emergency Services: City of Unalaska Fire/EMS
- d. Medevac Services: LifeMed Alaska, Guardian Flight, USCG, Medevac Alaska
- e. Dentistry and vision services provided regularly.

b. Challenges

- a. Unreliability and limited capacity for medevac to higher level care. Even if medevac is possible, Anchorage often has limited capacity and limited specialty care.
- b. Lack of diagnostic capabilities
- c. Local clinic's inability to bill appropriately for after-hours emergency care in current facilities leads to financial instability.
- d. Lack of after-hours behavioral health care and dedicated space for behavioral health holds.
- e. Lack of pharmacy. Prescription medications must be shipped or dispensed by a clinic.
- f. Lack of specialized or long-term care.
- g. Infrequent availability of ancillary health services like dental, vision, veterinary and hearing.

- h. Lack of elder care and assisted living.

**3. Quality of Life**

a. Resources

- a. Expansive, scenic and accessible natural environment.
- b. Numerous opportunities for outdoor recreation and subsistence activities.
- c. Facilities and programs offered by the Parks, Culture and Recreation (PCR) Department including an aquatics center, library, community center and parks.
- d. Existing nonprofits providing an array of health, safety and cultural services, often with financial support from the City.
- e. Unalaska Senior Center providing housing, meals and transportation.

b. Challenges

- a. Weather conditions and darkness often make outdoor activities difficult.
- b. Lack of common indoor commercial entertainment amenities, for example a movie theater or bowling alley.
- c. Lack of public art and poor aesthetics overall within the built environment.
- d. Lack of professional childcare services.
- e. Difficulty maintaining vehicles due to cost of shipping and limited availability of mechanics.

**4. Public Safety/Emergency Response**

a. Resources

- a. Unalaska Department of Public Safety providing police, corrections, dispatch and animal control services.
- b. Local Division of Motor Vehicles branch.
- c. Unalaska Fire Department providing fire and emergency medical response.
- d. National Weather Service Tsunami Ready community and StormReady certification.
- e. US Coast Guard Marine Safety Unit

b. Challenges

- a. Limited emergency shelter space for tsunami evacuation or other large-scale incidents.
- b. Poor transportation security allows narcotics to be easily imported to the community.
- c. Employee retention and recruitment, particularly for police officers.

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- d. Lack of adequate training space/facility for Fire Department
- e. No mutual aid, standalone department for all emergencies/disasters

### 5. Environment

#### a. Resources

- a. Ongoing collaboration between City, Tribe and Alaska Native Village Corporation to clean up environmentally contaminated lands.
- b. Varied subsistence resources including fish, birds, marine mammals, berries, seaweed and other plants.

#### b. Challenges

- a. Challenging weather conditions, including high wind, fog and precipitation, frequently inhibit air travel and other forms of transportation and cause damage to the built environment.
- b. Widespread contamination throughout the community, much of it stemming from WWII military activity.
- c. Coastal erosion affecting transportation and vulnerable marine infrastructure.
- d. Limited and expensive backhaul for scrap metal, junked vehicles and equipment making removal difficult.
- e. Landfill nearing capacity without future planned expansion.
- f. Lack of alternative waste disposal methods, for example gasification or composting.
- g. Limited recycling services.
- h. Disruptive human-wildlife interactions.

### 6. Energy

#### a. Resources

- a. City-owned diesel power plant providing most of the community's electricity.
- b. Multiple self-generators producing power for their own industrial loads. There is potential to bring all generators into a single electric co-op.
- c. Potential to develop wind, solar, geothermal and hydroelectric generation.

#### b. Challenges

- a. Lack of battery energy storage system or similar backups.
- b. Rapid load changes require coordination between industry and City powerplant to avoid outages.
- c. Lack of redundant generation or renewable sources.

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- d. Aging electrical distribution system requires upgrades to increase capacity and incorporate new generation.
- e. Space heating is almost exclusively provided by heating oil.

### 7. Education

- a. Resources
  - a. Pre-K-12 public school system serving students in two separate buildings.
  - b. Unalaska Learning Center offering courses through University of Alaska Fairbanks Bristol Bay Campus.
  - c. Head Start provided by the Aleutian Pribilof Islands Association.
- b. Challenges
  - a. Historically uncertain state funding for the school district that has not kept pace with inflation. While the City contributes additional funding, state law limits how much it can provide.
  - b. Declining student enrollment.
  - c. Teacher retention and recruitment.
  - d. Difficulty consistently providing student transportation.

### 8. Housing

- a. Resources
  - a. 16 units of City-owned housing provided to employees, with the potential to develop more.
  - b. Many businesses provide housing for their employees.
- b. Challenges
  - a. General lack of available housing, particularly one-bedroom, two-bedroom and studio apartments, reduces affordability for residents without employer-provided housing.
  - b. Very little developable land available for sale.
  - c. Home purchase, rental, construction and utility costs are high, making housing expensive.
  - d. Lack of building inspections.
  - e. Many residential lots are too small to easily expand or add units under current code requirements.
  - f. Limited development of tiny home or accessory dwelling units.

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- g. Storage for household goods and boats or other subsistence equipment is very costly and directly competes with land available for housing.

### 9. Transportation

#### a. Airport

##### a. Resources

- State owned airport with City-owned terminal building and single paved runway.

##### b. Challenges

- Extremely high cost of commercial flights to and from the island. Unalaska does not currently receive an Essential Air Service (EAS) subsidy.
- Unreliable flights due to use of visual flight rules, weather, terrain and runway length. Single runway limits usability in certain wind conditions.

### 10. Infrastructure

#### a. Resources

- a. All utilities owned and operated by the City, including water, wastewater and electric, are underground.
- b. High speed Internet via fiber to homes and businesses installed throughout the community.
- c. Approximately 40 miles of road. 9 miles are paved.

#### b. Challenges

- a. Majority of roads are unpaved. Paving is difficult due to the community's remoteness.
- b. Expensive utility extensions and road safety improvements are needed along Captains Bay Road to serve large industrial users, including a new seafood processing plant under construction at the end of the road.
- c. A single bridge connects Unalaska Island and Amaknak Island areas of the community.
- d. Significant local infrastructure lies within the tsunami inundation zone, including the power plant, bulk fuel storage, both schools, the community center, library, seafood processors and marine industry.

### 11. Ports

#### a. Resources

- a. Strategically located ice-free deepwater port.

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- b. Multiple docks, including the Unalaska Marine Center, serving a variety of vessels including small fishing boats, catcher-processor ships, cargo, cruise ships, State Ferry, research vessels, the U.S. Coast Guard and Navy, as well as foreign naval vessels
- b. Challenges
  - a. Difficulty accommodating all users with available dock space.
  - b. Lack of available shore power.
  - c. Limited pedestrian infrastructure in port areas to accommodate cruise ship tourists.

Attachment C

**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, by and between \_\_\_\_\_ (“Contractor”), and the CITY OF UNALASKA (hereinafter called “City” or “Owner”).

WHEREAS, the City issued a request for proposals for its Comprehensive Plan Study Project (the “RFP”);

WHEREAS, Contractor submitted a proposal in response to the RFP (the “Proposal”); and

WHEREAS, Contractor was selected to provide the services described in the RFP and the Proposal;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Engagement of Contractor

Contractor agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed and the schedule thereof is set out in the RFP and the Proposal.

2. Contractor’s Fee and Payments

The City agrees to pay Contractor as compensation for the services under this Agreement such sums of money as set forth in the Fee Schedule, attached as Exhibit A to this Agreement.

Contractor shall submit periodic invoices as services are performed. Provided Contractor submits a proper invoice, in such form accompanied by such evidence in support thereof as may be reasonably required by the City, the City shall make payment within thirty days.

3. Personnel

Contractor 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 Contractor for work hereunder.

4. Independent Contractor Status

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

5. Indemnification

Contractor 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 Contractor while performing under the terms of this contract.

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

6. Assignment

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

7. Subcontracting

Contractor may not subcontract its performance under this Agreement without prior written consent of City.

8. 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 Manager or such other person as he may designate in writing. Contractor 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 Contractor in connection with this Agreement.

9. 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 ten days written notice, specifying the extent and effective date thereof. After receipt of such notice, Contractor shall stop work hereunder to the extent and on the date specified in such notice, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder.

In the event of any termination pursuant to this clause, Contractor shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination 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 Contractor 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.

10. Ownership and Use of Documents

The City shall own all designs, computations, drawings, specifications and other material and information prepared or developed hereunder

11. Insurance

The Contractor, at its own expense, shall obtain and maintain in force throughout the life of this contract, the insurance coverage and amounts specified in Attachment D: Insurance, incorporated herein by reference.

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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 industry standards in the State of Alaska.

### 12. Compliance with Applicable Laws

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

### 13. Records and Audit

Contractor 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 years from the date of completion of services hereunder.

### 14. Reporting of Progress and Inspection

Contractor 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.

### 15. Nondiscrimination

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.

### 16. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Contractor'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.

### 17. Duration of Agreement

This agreement is effective until completion of the services unless earlier terminated.

### 18. Inspections by City

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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 Contractor as may be engaged in the performance of this Agreement.

### 19. 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:

City Manager  
City of Unalaska  
Box 610  
Unalaska, Alaska 99685

To Contractor:

The addresses specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

### 20. 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 Agreement shall be interpreted in accordance with the laws of the State of Alaska.

### 21. 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.

### 22. 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.

### 23. 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.

### 24. Entire Agreement/Modification

This agreement, including the RFP, Proposal, and Fee Schedule, and Project Schedule, 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

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be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CONTRACTOR

CITY OF UNALASKA:

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Bil Homka, City Manager

**Attachment D  
Insurance**

Contractor shall procure and maintain for the duration of the agreement, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with services provided by Contractor, its employees, agents or representatives.

**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. Professional Liability** with limits not less than \$1,000,000 per claim and \$1,000,000 aggregate., subject to a maximum deductible of \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- 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

Since the State of Alaska does not have a reciprocity agreement with any other state or country, Alaska Workers' Compensation insurance is required.

- 5. Additional Coverage** may be required depending upon the final scope of work and activity agreed upon, or if the work or activity changes during the course of this agreement. Some examples, if work involves, drones, aircraft, or watercraft, additional coverage is required.
- 6. Occurrence Basis** all insurance policies described above are required to be written on an occurrence basis. In the event occurrence coverage is not available Contractor agrees to maintain "claims made" coverage for a minimum of three years after the project.
- 7. Available Coverage** 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.

**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

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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.

2. **Additional insureds** the City shall be covered as additional insured as respects liability arising out of 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 and Commercial Auto Liability Policies and any other policy where so applicable. 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 the 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** Contractor grants the City a waiver of subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This waiver of subrogation must be endorsed upon the policies where so allowed and Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. 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 provide some financial guarantee satisfactory to the City, or 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 Info.** City of Unalaska, Dept. of Planning  
PO Box 610, Unalaska  
Unalaska, AK 99685

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

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

- 7. Sub-Contractor Coverage** If the Contractor employs other entities to perform any work hereunder, the Contractor agrees to require such entities 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 entities of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all entities' 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 a breach of 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 written notification to Contractor.