



Request for Qualifications

General Engineering Services FY2026

Issue Date: April 30, 2025

Due Date: May 30, 2025

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

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Unalaska, the 12th largest incorporated city in Alaska, is located 800 miles southwest of Anchorage, just 50 miles from the Great Circle route. Nestled in the heart of the rich North Pacific/Bering Sea fisheries, our community is a vibrant blend of industry and history. With 44 miles of roads connecting our port, harbors, and private docks to local businesses and a thriving residential community of 4,113 residents, we are dedicated to supporting one of Alaska's busiest and most prosperous coastlines. For over 30 years, Unalaska's economy has primarily relied on commercial fishing, seafood processing, fleet services, and marine transportation. The Port of Dutch Harbor is the only deep-draft, ice-free port from Unimak Pass west to Adak and north to the Bering Strait's headwaters. Designated as a "Port of Refuge," it offers year-round protection for disabled or distressed vessels, along with ground and warehouse storage and transshipment opportunities for the thousands of vessels fishing or transiting the waters around the Aleutian Islands. Each year, over 1.7 billion pounds of frozen seafood are shipped to domestic and international markets in North America, Europe, and Asia, making the Port of Dutch Harbor the nation's leader in the quantity of catch landed and consistently ranking first or second in the nation in catch value for over 25 years.

I. GENERAL

The City of Unalaska (the "City") is seeking Statements of Qualifications ("SOQs") from qualified engineering firms ("Respondents") to provide civil and general engineering services for various municipal projects and existing infrastructure. Services may include project administration, drafting/writing requests for proposals (RFPs) and invitations to bid (ITBs), permitting, bid document preparation, general engineering consultation, design work, grant proposal development, structural analysis, and oversight of construction projects.

The SOQs must be received by **2:00 pm on Friday, May 30, 2025**, at the City Hall Clerk's Office by mail, in person drop-off, or by email.

City of Unalaska
Office of the City Clerk, Estkarlen Magdaong
P.O. Box 610
43 Raven Way
Unalaska, Alaska 99685
Tel. 907-581-1251

OR

mkielmeyer@ci.unalaska.ak.us

Any SOQ received after the time and date specified may not be considered. An electronic copy of the RFQ documents may be obtained from the City of Unalaska website: <http://www.ci.unalaska.ak.us/rfps>
All questions about this Request for Qualifications must be directed to Marc Kielmeyer, Project Manager.

City of Unalaska
Marc Kielmeyer, Project Manager
Phone: (907) 581-1260
mkielmeyer@ci.unalaska.ak.us

Each SOQ must be submitted in accordance with the Submission Requirements as prescribed in Section IV of this RFQ.

II. SCOPE OF SERVICES

The City of Unalaska anticipates services to assist the City with general consultation for various projects, assistance with smaller in-house projects that require moderate engineering services, development of RFPs, and development of applications for Funding Opportunities for anticipated capital projects.

The selected firm will be responsible for providing professional engineering services, which may include but are not limited to:

- **General Consultation**

Provide expert engineering advice on municipal projects. This includes ad hoc consultations, technical evaluations, feasibility assessments, and informal guidance on infrastructure planning, small-scale site improvements, and regulatory challenges.

- **Project Administration**

Support City staff with administrative aspects of engineering projects, such as reviewing project scopes and budgets, coordinating between departments and contractors, attending project meetings, and providing technical documentation or recommendations to help guide project decision-making.

- **Planning, Design & Construction Oversight**

Assist in the planning and design of smaller in-house projects, ranging from conceptual layouts to full construction documents. Provide construction oversight, including site visits, submittal reviews, change order evaluations, and quality assurance to ensure work aligns with approved plans and specifications.

- **Engineering Reports & Surveys**

Prepare written engineering reports based on analyses of structural conditions, geotechnical evaluations, environmental factors, freshwater supply systems, and facility conditions. Deliver recommendations for infrastructure improvements, risk mitigation, and maintenance planning. Topographic and condition surveys may also be requested for small-scale sites.

- **Surveying Consultation**

Provide consulting and technical support on best practices for field surveying, including the use of RTK rover equipment. Assist City staff with troubleshooting survey workflows, refining data collection methods, and applying practical solutions for accurate and efficient geospatial data gathering. This does not include full survey services but rather guidance and mentorship for in-house efforts.

- **RFP/ITB Development and Proposal Support**

Assist City staff in developing Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Invitations to Bid (ITBs) for capital or maintenance projects. This may include general consultation as well as drafting or reviewing scopes of work, technical specifications, bid item structures, contract documents, and evaluation criteria. The firm may also be asked to develop, or review exhibits such as site plans, preliminary layouts, and typical sections to help communicate the City's intent to prospective bidders. Firms may also be called upon to review proposals and/or bids for technical completeness and assist in contractor evaluation. Additional support may include answering technical questions from

vendors during the open solicitation period, reviewing submittals for accuracy and completeness, and providing engineering insight during the contractor/vendor selection process.

- **Grant Writing & Proposal Development**

The selected firm will assist the City in identifying, pursuing, and securing grant funding for capital improvement and infrastructure projects. This may include researching funding opportunities from federal and state; helping to interpret program guidelines; and tailoring project scopes to align with grant requirements. Services may include technical assistance in developing grant applications or supporting documents, cost estimates, engineering justifications, scopes of work, problem statements, cost-benefit analysis, and preliminary design concepts. Tasks may also include preparing schedules, risk assessments, and assisting with required attachments (e.g., maps, exhibits, letters of support). The firm's role is to serve as a technical partner, helping the City present a competitive and well-supported application while navigating any engineering or regulatory criteria tied to the funding program.

- **Grant Compliance & Reporting Support**

In addition to grant application assistance, the selected firm may be asked to support the City in meeting ongoing grant requirements throughout the life of a funded project. This includes preparing technical materials and documentation required by the grantor organization, such as project progress reports, milestone updates, performance metrics, budget tracking, and final close-out packages. The firm may also assist in responding to grantor inquiries, coordinating site visits or audits, and ensuring that the engineering aspects of the project remain in compliance with funding conditions. Support may also include compiling visual aids, data summaries, or construction narratives needed for interim or final reporting deliverables.

- **Mentoring Program (Optional)**

If offered, assist the City in mentoring an Engineer in Training (EIT) by providing one-on-one guidance under a licensed Professional Engineer. The program would provide structured guidance and hands-on training under a licensed Professional Engineer (PE) to support professional growth. Mentoring would last the duration of the contract (one year) and involve junior staff holding EIT certification, with mentors being PE-licensed staff willing to delegate, guide, and supervise tasks. The structure would remain flexible, allowing mentors to be assigned or self-selected, and meetings scheduled as needed. Participation in this program is optional and would be considered favorably in proposal evaluation.

III. SERVICES TIMELINE

1. Submittal of Statement of Qualifications due: May 30, 2025 @ 2:00pm.
2. Interview selected finalists: Starting the week of June 16, 2025 (if required).
3. Award of Contract: July 1, 2025.
4. Anticipated performance period: 365 days.

IV. SUBMISSION REQUIREMENTS

Statement of Qualifications Submission

SOQs must be received by **2:00 pm on Friday, May 30, 2025**, at the City Hall Clerk's Office by mail, in person drop-off, or by email.

City of Unalaska
Office of the City Clerk, Estkarlen Magdaong
P.O. Box 610
43 Raven Way
Unalaska, Alaska 99685
Tel. 907-581-1251

OR

mkielmeyer@ci.unalaska.ak.us

Any SOQ received after the time and date specified may not be considered. It is the Respondent's sole and independent responsibility to timely submit their SOQs and Respondents assume the risk of delays in delivery of mail. Note that mail service to Unalaska is regularly delayed due to bad weather. The City may, in its sole discretion, relax or extend the submission deadline. The Request for Qualifications shall remain open for 30 days. A contract, if any, shall be awarded based on evaluation of Statements of Qualifications by the City (see Section V – Evaluation & Criteria).

Questions

All questions or inquiries should be directed to:

City of Unalaska
Department of Public Works,
Marc Kielmeyer, Project Manager
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260
mkielmeyer@ci.unalaska.ak.us

Interested firms must submit a **Statement of Qualifications (SOQ)** containing:

1. **Introduction Letter** – A cover letter introducing the firm and its interest in providing services to the City of Unalaska.
2. **Firm Background & Experience** – Overview of the firm's history, areas of expertise, and relevant experience.
3. **Personnel Qualifications** – Resumes and qualifications of key staff assigned to Unalaska projects.

4. **Specialized Knowledge** – Description of the firm's knowledge and experience in working with municipal projects.
5. **Past Projects & References** – Summaries of past projects relevant to municipal work, public infrastructure, or utility improvements. Include methodology and approach. Include 3 Client references, with contact information, for projects completed in the past five years.
6. **Staffing Plan** – Description of how SOQ will meet City's needs as set forth in the Scope of Services.
7. **Billing Rate & Fee Schedule** – A detailed breakdown of standard billing rates for personnel and services provided, including hourly rates for key staff (Principal Engineer, Project Manager, Senior Engineer, Junior Engineer, CAD Technician, Administrative Support, Any other relevant positions).
8. **Insurance Requirements** – Provide insurance that meets City requirements (see Attachment B: Insurance Requirements)

Page Limit: 20 pages (excluding cover page and dividers).

V. EVALUATION & CRITERIA

The City's Project Manager will appoint the Evaluation Team from among the City of Unalaska staff. The entire scoring procedure, including Evaluation Team meetings and scoring materials, will be held strictly confidential until after negotiations are concluded. All Evaluation Team members will be required to certify that they have no conflicts of interest and that they will strictly adhere to the procedures described herein. The evaluation process is as follows:

1. City of Unalaska receives SOQs
2. Evaluation Team evaluates SOQs according to the established criteria
3. Negotiate a final scope of work, project schedule, and fee schedule with the firm with the highest scoring proposal. The contract will be in the form of Attachment A: Agreement for Consulting and Related Services.

Firms will be evaluated based on the following criteria:

Qualifications – Experience, qualifications, and expertise of assigned personnel.

Project Experience – Portfolio of past projects relevant to municipal work.

References – Client references that attest to the firm's quality of work and ability to meet performance schedules.

Ability to Meet Scope of Services – Utilization of personnel and experience to meet City specific requirements as defined in the Scope of Services. Includes considerations such as experience working with Alaskan municipalities, knowledge of local environmental and regulatory requirements, availability of personnel, mentorship or other specialized programs.

Additional consideration may be given to an interview, if held.

Statement of Qualifications Selection

- A. The City reserves the right to reject any or all SOQs received. The selection of a successful SOQ shall be at the sole discretion of the City of Unalaska. No proposed agreement between the City and any Respondent shall be effective until approved by the City Council of the City of Unalaska and signed by the City Manager or authorized City official.
- B. The City is not liable for any costs incurred by Respondents in preparing or submitting SOQs. In submitting a SOQ, each Respondent acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any Respondent in anticipation of City Council action approving or disapproving any agreement without limitation.
- C. If the Contract is to be awarded, it will be awarded to the most qualified Respondent (“Consultant”) whose evaluation by the City indicates to the City that the award will be in the best interests of the City.
- D. Nothing in this Request for Qualifications or in subsequent negotiations creates any vested rights in any person.
- E. Payment will be made upon receipt of detailed invoices listing specific activities for which the charge is being made.
- F. The Consultant shall fulfil its obligations hereunder as an independent contractor of the City. The City may administer the contract and monitor the Consultant’s compliance with its obligations hereunder. The City shall not supervise the Consultant other than as provided in this section; provided, however, that nothing in this paragraph shall preclude the City from insisting on complete and timely performance of obligations under the contract.
- G. Nondiscrimination: The Consultant 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.
- H. The Consultant 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.
- I. Permits, Laws and Taxes: The Consultant shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this contract, including a city business license. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this contract.

VI. GENERAL REQUIREMENTS

Examination of Request for Qualification Documents

- A. It is the responsibility of each Respondent before submitting a Statement of Qualifications:
 - 1. To examine thoroughly the RFQ Documents and other related data identified in the RFQ documents;

2. To study and carefully correlate Respondent's knowledge and observations with the RFQ documents and such other related data;
 3. To promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Respondent has discovered in or between the RFQ Documents.
- B. The submission of a SOQ will constitute an incontrovertible representation by Respondent:
1. That Respondent has complied with every requirement of this Request for Qualifications;
 2. That the SOQ is premised upon providing an accurate representation of qualifications and other materials required by the RFQ documents;
 3. That Respondent has given the City written notice of all conflicts, errors, ambiguities, and discrepancies that Respondent has discovered in the RFQ documents and the written resolution thereof by the City is acceptable to Respondent;

Interpretations and Addenda

- A. All questions about the meaning or intent of the RFQ documents are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda and will be posted to the City website to all parties recorded by the Issuing Office as having received the SOQ. Questions received less than 6 days prior to the SOQ submission due date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the RFQ documents as deemed advisable by the City.

Modifications and Withdrawal of SOQ

- A. Prior to the time and date designated for SOQ submission deadline, any SOQ submitted may be withdrawn by notice to the party receiving SOQs at the place designated for receipt of SOQs. Such notice shall be in writing with the signature of the Respondent. SOQ modifications must be sent to the office to which the original SOQ is delivered or sent.
- B. If, within 48 hours after the SOQ submission deadline, any Respondent files a duly signed, written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of its SOQ, that Respondent may withdraw its SOQ. Whether a SOQ may be withdrawn pursuant to this paragraph shall be determined solely by the discretion of the City.

VII. CONTRACT AWARD & OTHER ITEMS

Signing of Agreement

When the City gives a Notice of Award to the successful Respondent, it will be accompanied by the Contract, with other Contract Documents attached. Within 10 days thereafter, the Respondent shall sign and deliver the Contract. Thereafter, the City shall deliver one fully signed counterpart to Respondent. The form of the Contract is attached hereto as Attachment A.

Insurance

The successful Respondent(s) will be required to provide City with the appropriate insurance coverage. Please see Attachment B.

RFQ Acknowledgement:

In submitting this SOQ, Respondent represents that Respondent has familiarized itself with the nature and extent of the RFQ documents, requirements, and all local conditions prescribed by this RFQ.

Respondent has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the RFQ documents and the written resolution thereof by the City is acceptable to Respondent, and the RFQ documents are generally sufficient to indicate and convey understanding of all required materials expected of the Respondent to be submitted as part of the Statement of Qualifications in response to this RFQ.

ATTACHMENT A

Engineering Services

AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between _____ (hereinafter called "Consultant"), and the CITY OF UNALASKA (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render consulting and related services for various City Projects and General Consulting; and

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

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

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Engagement of Consultant

Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed are 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: Compensation Schedule without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in Exhibit B: Services Schedule.

3. Fee

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

4. Payments

City agrees to make periodic payments to Consultant as services are performed and costs are incurred, provided Consultant submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each payment pending satisfactory completion of the work by Consultant for projects with a discrete deliverable. Any withheld payment shall be remitted at the conclusion of the project. 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 up to the **Not to Exceed Total Fee** of _____ Dollars (\$_____). The Not to Exceed Total Fee is based

on the distribution of the Not to Exceed Total Fee between tasks set forth in Exhibit A. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to the proportion of services actually completed for each projects falling within the scope of Exhibit A during the billing period to the fee total specified for that task.

5. Personnel

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

6. Independent Contractor Status

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

7. Indemnification

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

8. Assignment

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

9. Subcontracting

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

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the **Project Manager, Marc Kilmeyer**, 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. The City also has the right to terminate this Agreement in whole or in part at any time for convenience. 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.

In the event of termination for the convenience of the City, Contractor shall be entitled to be paid as provided herein for direct labor hours reasonably expended and reimbursable costs incurred prior to the termination, for such reasonable direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, and for a termination fee of no more than ten percent of the amount paid to Contractor on the date notice is given. It is also 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.

12. Ownership and Use of Documents

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

13. Insurance

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

14. Claims Recovery

Claims by City resulting from Consultant's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Consultant without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

Consultant shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Consultant and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the consulting services of this Agreement relate.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Consultant's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended by the mutual written agreement of City and Consultant.

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:
Marc Kielmeyer
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Consultant:

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

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including Exhibits A, B, C, and RFQ Attachment B-Insurance Requirements, and the Consultant's proposal dated _____ constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

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

CONSULTANT

By: _____
_____ Its _____

CITY OF UNALASKA, ALASKA

By: _____
Bil Homka, City Manager

ATTACHMENT B

Engineering Services

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, 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 Consultant, its employees, agents or representatives.

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

1. **Commercial 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 and Personal Injury Liability.
2. **Professional Liability:** insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. Insurance must be maintained and evidence of insurance provided for a minimum of 3 years after completion of work.
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

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.

The State of Alaska has no reciprocal agreements with any other state for Workers' Compensation insurance coverage. An Alaska Workers' Compensation insurance policy is required to work in Alaska.

5. **Additional lines of coverage** may be required depending upon the type and scope of work and activity in the final contract, including but not limited to:
 - a. **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.
 - b. **Cyber Liability:** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad enough to respond to the duties and obligations of the vendor.
 - c. **Drone Aviation Liability:** if a drone is used in the project, insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate is required, including coverage for in flight operations, bodily injury, and property damage. Coverage shall include invasion of privacy and trespass.
 - d. **Environmental/Pollution Liability:** applicable to the work being performed combined single limit per occurrence shall not be less than \$2,000,000 and \$2,000,000 aggregate per policy period of one year.

- e. **Aircraft Liability:** If work involves use of an aircraft, Aircraft Liability insurance is required covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
- f. **Watercraft Liability:** If work involves use of watercraft, Protection and Indemnity insurance is required with limits not less than \$1,000,000 per occurrence.

If Consultant 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 Consultant. 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:** Consultant shall place coverage with insurance companies rated at least A-:VIII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice.
- 2. **Additional insureds:** The City shall be covered as additional insured as respects liability arising out of services performed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status shall be endorsed upon the Commercial General Liability policy and any other policies where so allowed.
- 3. **Primary Coverage:** For any claims related to contracted services performed by the Consultant, Consultant’s insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Consultant’s insurance and shall not contribute to it.
- 4. **Waiver of Subrogation:** There shall be no right of subrogation against the City by which any insurer of the consultant may acquire against the city by virtue of payment of loss under any such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- 5. **Deductibles and Self-Insured Retentions:** In the event any insurance coverage required contains any self-insured retention or deductible, Consultant shall be responsible for such self-insured retention or deductible. Any such self-insured retention shall be evidenced on the applicable Certificate of Insurance.
- 6. **Verification of Coverage:** Before service begins Consultant shall furnish the City with Certificate(s) of Insurance on standard ACORD insurance form(s) evidencing required insurance coverage and all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Consultant’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 Consultant from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and emailed to:

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

Email to: mkielmeyer@ci.unalaska.ak.us and risk@ci.unalaska.ak.us

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

- 7. Sub-Consultants Coverage:** If the Consultant employs sub-Consultants to perform any work here under, the Consultant agrees to require such sub-Consultants to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to sub-Consultants of any tier. It is further agreed that upon request by the City, the Consultant will provide copies of any and all sub-Consultant certificates of insurance and endorsements for review of compliance.
- 8. Maintenance of Coverage:** Failure by the Consultant to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.
- 9. Notification of Change in Requirements:** The City may modify these insurance requirements for any extension term due to changes in scope of work or changes in market conditions.