



# Request for Qualifications

**Analysis of the  
City of Unalaska  
Electrical Distribution and Power Production  
Systems for the  
Electric Utility Master Plan Project**

DPU Project No. 41-133

Prepared by:

**City of Unalaska  
Department of Public Utilities**

PO Box 610  
Unalaska, Alaska 99685

October 24, 2016

**REQUEST FOR QUALIFICATIONS –Analysis of the City of Unalaska Electrical  
Distribution and Power Production Systems for the Electric Utility Master Plan Project**

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**LIST OF ACRONYMS**

AMR	Automatic Meter Read
FESS	Flywheel Energy Storage System
KV	Kilovolt
KW	Kilowatt
NPH	New Power House
NPDES	National Pollution Discharge Elimination System
OPH	Old Power House
ORC	Organic Rankine Cycle
PDF	Portable Document Format
RFQ	Request for Qualifications
MGD	Millions of Gallons a Day
MVA	Megavolt-Amps
MW	Megawatt

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## **1.0 INTRODUCTION**

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This is a RFQ by the City of Unalaska Department of Public Utilities for an Analysis of the City of Unalaska Electrical Distribution System for the development of an Electric Utility System Master Plan. All questions about this RFQ must be directed to the Deputy Director of Public Utilities.

City of Unalaska - Department of Public Utilities  
JR Pearson, Deputy Director of Public Utilities  
[jrpearson@ci.unalaska.ak.us](mailto:jrpearson@ci.unalaska.ak.us)  
P.O. Box 610  
Unalaska, AK 99685  
Phone 907-581-1260 x8108

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 also posted on the City of Unalaska website <http://www.ci.unalaska.ak.us/rfps>

### **1.1 BACKGROUND**

This description is provided for general informational purposes only and is not a substitute for site inspection and completion of other necessary due diligence by interested Respondents. Respondents must make their own independent assessment of the conditions and may not rely on any representation, description, or diagram provided by the City of Unalaska in preparing their Statement of Qualifications. Various references are provided for informational purposes only at the below hyperlink as **Attachment A**.

#### [Reference Files](#)

The City of Unalaska has approximately 4,500 permanent residents and supports the largest seafood industry in the U.S. During various seafood processing seasons, the total population may swell to more than 9,000 due to the influx of transient employees hired to work for the local industries. The Electric Utility provides power to approximately 730 residential, 225 Commercial and 20 Industrial customers. Service usage is related directly to the industries that the community supports. Individual service usage can range from a few KWH/month to an excess of MWH/month. System “demand” also follows this broad trend with daily power productions varying in the magnitude of MW’s of power produced. Annual peak/min demands historically trend between 4.5 MW to a recent historical high of 11.1 MW.

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In addition to “normal” electrical services, the City provides power to one current and potential future electrically driven ship-to-shore container cranes. This load adds additional transient load dynamics to the overall system while in operation.

The Electric Utility is comprised of the Power Production and Electric Distribution Divisions. Hereinafter referred to as the “Electric Utility”

The Power Production Division consists of two Powerhouses, one “new” and one “old”. The new facility contains (2) Wartsila W32V12 Engines paired with ABB 5.2MVA generators and (2) Caterpillar C280 engines paired with KATO 4.4MVA generators. The old facility contains two functional but unpermitted 1 MW Caterpillar engines used historically for load trimming. In addition, the old facility houses three ElectraTherm, Organic Rankine Cycle, 50KW heat recovery units that operate to convert district loop heat to electricity. Power production operations are manned at the new facility with a 24/7 staff, three shifts.

The Electrical Distribution Division consist of a main substation, town substation, approximately 10 miles of 34.5 KV Underground Primary Distribution line, 1,200 feet of submersible 34.5 KV distribution line, 21 miles of 12.4KV underground Primary Distribution line, 200 pad-mount 1-ph and 3-ph distribution transformers, 5 substation transformers, 6 re-closers, 20 field switches, and numerous sectionalizes. The Electric Utility has one Journeyman Lineman and two apprentice linemen at this time.

### History

The NPH construction was completed in December 2010 with the installation of the two Wartsila units. In December 2011, the third unit, a C280 Caterpillar, was added and in April 2015 a fourth C280 was commissioned and put into service. The NPH operates as a stand-alone isochronous “islanded” system. The Electric Utility currently has the ability for co-generation with four of its large industrial customers who operate in a “drooped group” configuration. At this time, the City only provides power and does not purchase or transport power for any other customers interconnected with the Electric Utility.

With the addition of the ORC’s (2014) and installation of the 4<sup>th</sup> Unit (2015), the Production/Distribution SCADA was upgraded. The existing system operates redundant HMI servers, redundant reporting Servers, mirrored offsite Data storage, and semi-automated internal reporting and delivery. There is monitoring and trending of critical generation and distribution data points within the production facility as well as the remote sub-substation. There is additional monitoring/reporting of the five largest Industrial consumers. External Utility communications are carried out over an unlicensed 5MHz/2.4 MHz City network managed by city IT personnel. Currently the City does not have AMR systems in place for any of the Electric Utility. The Electric Utility current has one technician to maintain the SCADA and related equipment.

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### Permitting

Power Production operates under Title V air quality permit # AQ0215TVP03-Rev1. Permits have been modified and updated throughout the construction of the facilities and continued growth of the Electric Utility. Currently, the Electric Utility is in the process of a one year PM2.5/PM10 air quality monitoring study for future permit revision.

The Powerhouse uses non-contact seawater for cooling engines, which is also used to transfer heat to the Organic Rankin Cycle heat recovery units. It currently discharges under expired permit # 2005DB0017; however, the City is currently working on renewal through a general permit.

The Production system also operates under a an expired State of Alaska Individual Non-Contact Cooling Water Discharge permit, which limits seawater discharge temperatures to 20°C differential and 2.9 MGD. Seawater is used for engine cooling and operation of the ORC units. Regulations will not allow the renewal of the individual permit due to the World War II era intake system, which cannot be grandfathered and may require substantial modifications. Meanwhile, the Powerhouse is in the process of renewal through a new General permit for the non-contact cooling water discharge that will limit flows to 2 MGD.

### Current/Future Projects

The Electric Utility is working on the final stages of design for a 34.5 KV feeder upgrade. When the project is completed, with an estimated completion date of summer 2017, this will add an addition 7,000 ft of 34.5 KV distribution line, (2) reclosers, (1) 1.5 MVA Distribution transformer, (1) 6 MVA distribution transformer, (1) metering cabinet and numerous sectionalizers. The sole purpose of this project is to discontinue use of a 7,000ft section of aging distribution line and upgrade an existing 1.0 MVA service to a potential capacity of 6 MVA.

The City Ports department is finalizing design for a potential dock expansion project at one of the City's main ports. This project, by design, could add the ability for large industrial grown and usage in the magnitude of MW's of power usage with the anticipated addition of more ship to shore container cranes.

## **1.2 SCOPE OF STATEMENT OF QUALIFICATIONS**

Respondents should provide a narrative description of the methods proposed to assess the Electric Utility System and the Respondent's qualifications and experience to perform the requested services as outlined below:

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The intent is for the City of Unalaska to have an evaluation of the existing Electric Utility System and future needs in order to have a long-term plan for projected Utility system upgrades, utility rates adjustments, metering, permitting (Generation and Seawater), rehabilitation and replacement, along with associated expenditures. At a minimum, the Master Plan should contain the following:

- Provide a description and functionality assessment of the existing Distribution and Production Systems, including Generation, Distribution, and overall system depreciation.
- Describe existing, new, and pending Utility regulations and their impacts to the City's Electric Utility.
- Evaluate future demand requirements, and generation and distribution capabilities.
- Address Renewable Energy Sources, potential funding and cost/benefit analysis.
- Provide recommendations for SCADA, metering and reporting upgrades, both regulatory required and non-regulatory necessary. Clearly distinguish which recommendations are regulatory required and which are to meet industry standards. Explain the reasoning for these requirements, especially where the recommendation is to meet industry standards.
- Provide preliminary design level of effort with drawings and cost estimate, including O&M, for recommended regulatory required improvements.
- Provide preliminary design level of effort with drawings and cost estimate, including O&M, for non-regulatory driven recommended improvements.
- Provide short, medium, and long-term Capital Improvements Program for new recommended systems or processes, as well as current and future rehabilitation and replacement needs.
- Assess employee training and O&M needs.

The analysis will be conducted in accordance with industry standards.

Note: Drawings shall be provided in CAD, ARC-GIS, and PDF formats,

The City has budgeted \$90,000 for the Analysis and Master Plan Development. The project is expected to be complete by May 2017.



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## 2.0 SELECTION PROCESS

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Only one Statement of Qualifications from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City of Unalaska that any Respondent is interested in more than one Statement of Qualifications for work contemplated, then all Statements of Qualifications in which such Respondent is interested will be rejected.

### 2.1 EVALUATION AND AWARD PROCESS

The Evaluation Team will be appointed by the Deputy Director of Public Utilities from among 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 herein described.

- The City of Unalaska receives the Statements of Qualifications.
- Evaluation Team evaluates the Statements of Qualifications according to established criteria.
- Deputy Director of Public Utilities reviews final scores and forwards evaluation results to the Director of Public Utilities.
- Negotiation with the Respondent with the highest scored Statement of Qualifications or if necessary the next lower scored responsive Respondent and so on. The Contract will be the Engineering and Related Services Agreement, **Attachment B**. The City of Unalaska will be inflexible with regards to the Contract language. The Scope of Services, Schedule, and Fee for Services are negotiable.
- Director of Public Utilities forwards evaluation results and the Contract to the City Manager.
- City Manager makes their recommendation to the City Council for Contract award.
- The City of Unalaska and the successful Respondent execute the Contract and a purchase order. The purchase order serves as notice to proceed.

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## **2.2 CONDITIONS**

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

This RFQ does not commit the City of Unalaska to award a Contract, or procure or Contract for any services of any kind whatsoever.

The selection of a successful Respondent shall be at the sole discretion of the City of Unalaska. No agreement between the City of Unalaska and any respondent is effective until approved by the City Council of the City of Unalaska, signed by the City Manager, and a purchase order completed.

The City of Unalaska is not liable for any costs incurred by Respondents in preparing or submitting Statements of Qualifications.

In submitting a Statement of Qualifications, each Respondent acknowledges that the City of Unalaska is not liable to any entity for any costs incurred therewith or in connection with costs incurred by any respondent in anticipation of City of Unalaska City Council action approving or disapproving any agreement without limitation.

In submitting a Statement of Qualifications, each Respondent certifies that they have not and will not create and/or be party to conflicts of interest with any City of Unalaska official or employee. Including but not limited to any direct or indirect financial gain and/or gratuity or kickback.

Any perception of a conflict of interest is grounds for rejections of any Statement of Qualifications. In submitting a Statement of Qualifications, each Respondent certifies that they have not and will not create and/or be party to conflicts of interest with any City of Unalaska official or employee. Including but not limited to any direct or indirect financial gain and/or gratuity or kickback or through unauthorized communication with City employees or officials not listed in this RFQ before the selection process is complete.

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

## **2.3 TRANSMITTAL REQUIREMENTS**

Statements of Qualifications must be delivered to the email addresses below by **2:00 p.m., local time, on December 1, 2016.**

[chazen@ci.unalaska.ak.us](mailto:chazen@ci.unalaska.ak.us); [purchase@ci.unalaska.ak.us](mailto:purchase@ci.unalaska.ak.us)

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Statements of Qualifications will be accepted before and on the published date, and until the time specified.

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

*Name of Consulting Firm – Statement of Qualifications for Request for Qualifications – Analysis of the City of Unalaska Electrical Distribution and Power Production Systems for the Electric Utility Master Plan Project*

**Document Requirements**

The recommended size of the Statement of Qualifications is about 1-5 pages not including resumes.

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

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### **3.0 EVALUATION FACTORS**

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

<b><u>Major Factor</u></b>	<b><u>Weight</u></b>
1. Professional Qualifications	[40]
2. Experience and References	[30]
3. Narrative	[30]
<b>Total</b>	<b>[100]</b>

The Evaluation Team will rank each Respondent using a successive integer ranking system for each major factor. An Evaluator Score for each respondent will be calculated.

$$100 - ((\text{Ranking}_1 \times \% \text{Weight}_1 + \text{Ranking}_2 \times \% \text{Weight}_2 + \text{Ranking}_3 \times \% \text{Weight}_3) - 1) \times 5$$

The Total Score for each Respondent is an average of all of the Evaluator Scores.

The *Proposal Evaluation Score Sheet* will be used by the Evaluation Team to score each Statement of Qualifications; **Attachment C**.

#### **3.1 PROFESSIONAL QUALIFICATIONS**

The Professional Qualifications section should include:

- A brief description of the number, qualifications and types of key personnel who would serve on this Project including employees and subcontractors.
- Identify and furnish resumes of personnel and subcontractors who will serve in key positions for this project. Include specific experience for each person on similar or related projects.
- Billing rates of key personnel in tabular format.
- The location of the home office and the scope of services offered there.

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- Any additional information reflecting on the Respondents ability to perform on this Project.

**3.2 EXPERIENCE AND REFERENCES**

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

- Provide information for (3) projects for which the Respondent has provided services most related to these Projects.
- Provide a list of at least (3) references from the above projects that can comment on the firm's professional capabilities and experience. Names, email addresses, and phone numbers of individuals to contact must be included.

**3.3 NARRATIVE**

Briefly describe the methodology the Respondent would use to complete this Master Plan for the City of Unalaska.

# **ATTACHMENT A**

## [References](#)

The following is a brief description of the referenced Files:

1. 2014 Information for Triennial Point Source Emissions Inventory.xls
2. BTU Info for EIA 923 & 860 Reports.xls
3. DHPP - Updated Cooling Water Modeling for General Permit Application.pdf
4. DHPP - Updated Cooling Water Thermal Model for General Permit Application.xls
5. DHPP Expired Non-Contact Cooling Water Discharge Permit 2005DB0017-remains enforceable
6. DHPP Expired Non-Contact Cooling Water Discharge Permit 2005DB0017-remains enforceable.pdf
7. DHPP Non-Contact Cooling Water System.pdf
8. DHPP Title V Permit - AQ0215TVP03-Final.pdf
9. DHPP Title V Permit Revised - AQ0215TVP03-Rev1-Final.pdf
10. Electric Finance Model Ver 1.1b.xls
11. Electric\_Production\_Reports.pdf
  - a. Portfolio of 10 Operation and Production reports generated by the Electric Production Department.
12. Unalaska System Study\_12-23-14.pdf
  - a. Most current system Fault Current and Coordination study.
  - b. Changes have been made to system settings since this time to accomodate upgrades and additional large services.

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13. Unalaska\_distribution\_one-line.pdf
  - a. Provided as reference only.
  - b. This document is fluid and changes often with ongoing projects.
  
14. Unalaska\_flywheel\_study\_report\_11-23-15Sss
  - a. System study implemented to address the impacts of large ship to shore container cranes on the local Utility Distribution and Production systems.
  - b. Study was looking specifically at the potential uses of FESS technology to offset existing system dynamics.
  
15. UVPM - PAEL Permit No. AQ0216PL201

# **ATTACHMENT B**

**Draft Consulting Services Agreement**



**CITY OF UNALASKA**

**Consultant Agreement**

**Electrical Distribution and Power Production Systems**

**For the Electric Utility Master Plan Project**

**PROJECT / FILE NO. 45-595**

**Prepared By:**

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

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<b>IV.</b>	<b>Fee Proposal</b>	<b>Exhibit "C"</b>

**SAMPLE**

## AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_, 2016, by and between \_\_\_\_\_, (hereinafter called "Consultant"), and the **CITY OF UNALASKA** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render consulting and related services for the performance of an **Analysis of the Electrical Distribution and Power Production Systems for the Electric Utility Master Plan Project** and

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

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

NOW THEREFORE the parties hereto do mutually agree as follows:

1. 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 **Analysis of the Electrical Distribution and Power Production Systems for the Electric Utility Master Plan Project**.

3. Fee

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

4. Payments

City agrees to make 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 \$\_\_\_\_\_**. The Not to Exceed Total Fee is based on the distribution of the Not to Exceed Total Fee between tasks set forth in **Exhibit A**. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to the proportion of services actually completed for each task set forth in **Exhibit A** during the billing period to the fee total specified for that task.

5. Personnel

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

6. Independent Contractor Status

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

7. Indemnification

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

8. Assignment

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

9. Subcontracting

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

10. Designation of Representatives

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

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

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

12. Ownership and Use of Documents

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

13. Insurance

A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.

- B. The contractor shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior *written* notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- D. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
  2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
  3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
  5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
  6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
  7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$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 contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
- F. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

14. Claims Recovery

Claims by City resulting from Consultant's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by

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

15. Performance Standard

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

16. Compliance with Applicable Laws

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

17. Records and Audit

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

18. Reporting of Progress and Inspection

Consultant agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Consultant's cost estimates and descriptions of work to be performed, may be made orally



where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

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

21. Inspections by City

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

22. Endorsements on Documents

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

23. Notices

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

To City:

JR Pearson, Dep. Dir. of Public Utilities  
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-C, 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.

CONTRACTOR

CITY OF UNALASKA, ALASKA

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

By: \_\_\_\_\_  
David A. Martinson, City Manager

State of Alaska        )  
                                  ) ss.  
Third Judicial District )

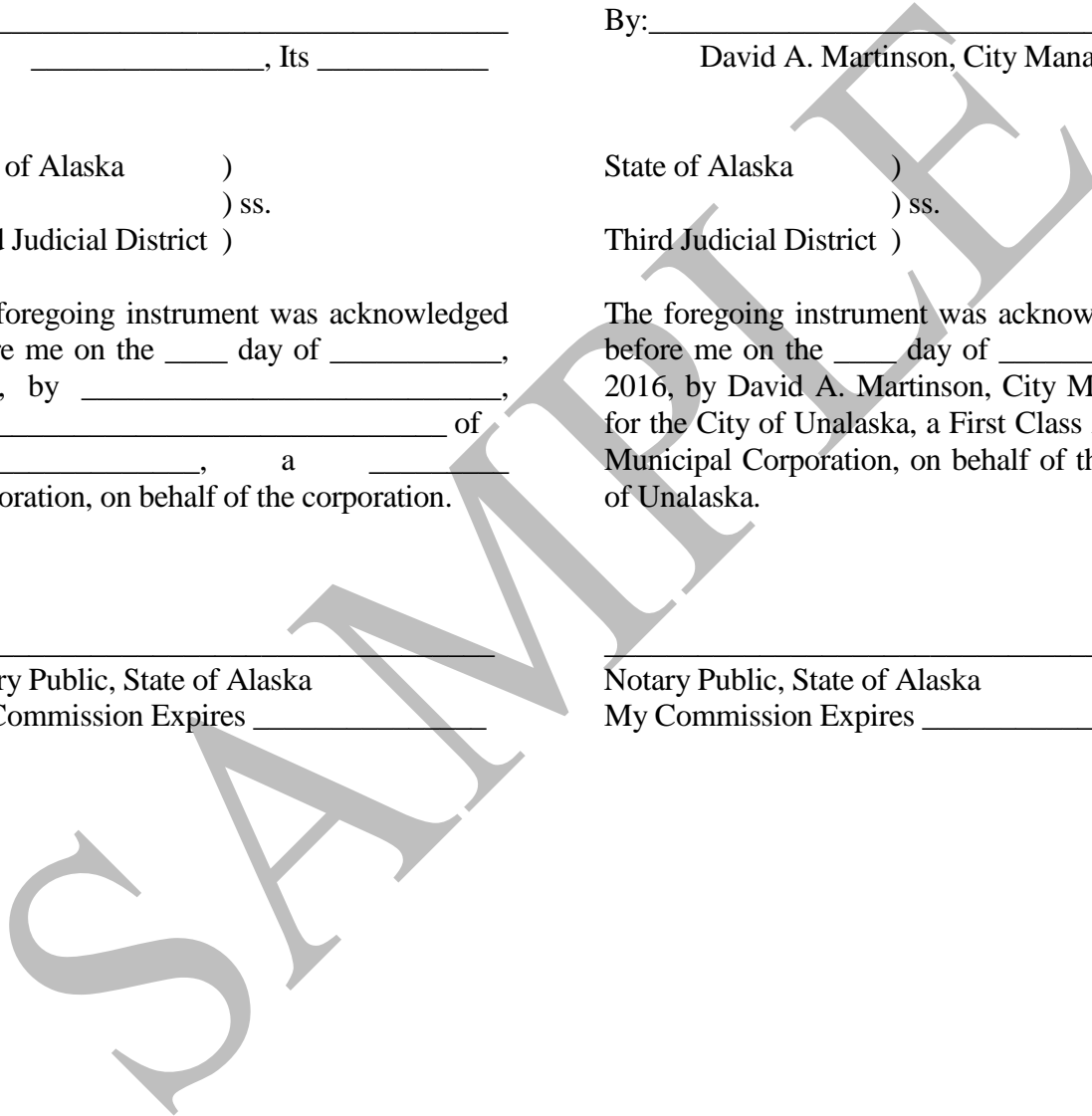
State of Alaska        )  
                                  ) ss.  
Third Judicial District )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by David A. Martinson, 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**

The Consultant will work with the City to complete \_\_\_\_\_.  
Each of the deliverables outlined below will be provided electronically as an Adobe Acrobat (PDF) file.

**The Scope of Services for this Contract includes the following general tasks:**

**Task 1:** \_\_\_\_\_

The deliverable for Task 1 will be \_\_\_\_\_.

**Task 2:** \_\_\_\_\_

The deliverable for Task 2 will be a \_\_\_\_\_.

**Task 3:** \_\_\_\_\_

The deliverable for Task 3 will be a \_\_\_\_\_.

**Task 4: Review by the City**

In task 4, \_\_\_\_\_.

**Task 5:** \_\_\_\_\_

The deliverable for this task will be a \_\_\_\_\_.

**Task 6:** \_\_\_\_\_ *Plan*

**CITY OF UNALASKA**

**EXHIBIT "B"  
SCHEDULE**

**COMPLETION DATE**

Site Visit

Task 1:

Task 2:

Task 3:

Task 4:

Task 5:

Task 6:

Task 7:

SAMPLE

**CITY OF UNALASKA**

**EXHIBIT "C"  
FEE PROPOSAL**

SAMPLE

# **ATTACHMENT C**

## **Proposal Evaluation Score Sheet**

**Proposal Evaluation  
Master Plan**

For each Technical Attribute rank each Respondent starting with 1,2,3,4,5 and so forth. 1 is best, 2 is next best, 3 is third best, etc. Do not skip or repeat numbers.

<b>Technical Attributes</b>	<b>Weight</b>	<b>%</b>
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%
Technical Proposal Raw Score	100	--
Technical Proposal Adjusted Score	--	100%

Proposal A	Proposal B	Proposal C	Proposal D	Proposal E	Proposal F
83.1	80.0	90.6	93.1	95.0	83.1
81.9	77.5	93.1	90.0	99.4	83.1
86.3	78.8	94.4	89.4	92.5	83.8
83.7	78.9	92.5	91.1	95.6	83.3
83.7%	78.9%	92.5%	91.1%	95.6%	83.3%

Enter the Price Proposal (if any) in USD

<b>Cost Attributes</b>	<b>Weight</b>	<b>%</b>
Cost USD	--	--
Price Proposal Score	--	0%

Proposal A	Proposal B	Proposal C	Proposal D	Proposal E	Proposal F
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

**Total Score  
Ranking**

83.7%	78.9%	92.5%	91.1%	95.6%	83.3%
4	6	2	3	1	5