




Engineering Department

REQUEST FOR PROPOSALS

(C2)RFP E10-241

**DESIGN SERVICES FOR THE
DOWNTOWN PARKING FACILITY –
CATHODIC PROTECTION REPAIRS**

Issued By: _____


Jennifer Mannix, Contract Administrator

Date: March 25, 2010

REQUEST FOR PROPOSALS (RFP)
Design Services for the
Downtown Parking Facility – Cathodic Protection Repairs
(C2) RFP No. E10-241

The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to review and analyze all owner supplied consultant inspection reports, cathodic protection testing data and as-built information at the submerged steel piles and buried steel piles underneath the CBJ Downtown Parking Facility. Provide a written summary and recommendation of corrective actions required to restore cathodic protection with a service life of at least ten (10) years from installation.

A meeting for discussion of this Request for Proposals will be held in the Engineering Conference Room, 3rd Floor, Marine View Center on April 5, 2010, at 10:00 a.m. Consultants interested in submitting proposals for these services are requested to attend. Conference call capability will be available for the Pre-Proposal meeting. Proposers intending to participate via conference call shall notify Contract Specialist in the CBJ Engineering Contracts Division, at (907) 586-0878, or tina_brown@ci.juneau.ak.us by 4:30 p.m., April 2, 2010.

PROPOSAL QUESTIONS should be directed to Jennifer Mannix, Contract Administrator, at (907) 586-0873 or jennifer_mannix@ci.juneau.ak.us.

Proposals will be accepted at the CBJ Engineering Department office prior to **2:00 p.m., April 9, 2010.** The proposals may be mailed, faxed, or hand-delivered.

LOCATION:

MAILING ADDRESS

CBJ Engineering Department
155 South Seward Street
Juneau, AK 99801

(907) 586-0480 Telephone

PHYSICAL

CBJ Engineering Department
230 South Franklin Street, 3rd Floor
Juneau, AK 99801

(907) 586-4530 Fax

The proposals will then be distributed to the Selection Committee for evaluation. This committee's individual evaluations of the proposals will be presented to the City Engineer within seven business days of the proposal due date. The scores will be tallied and announced and the results posted to begin the protest period.

FAX DISCLAIMER:

It is the responsibility of the Proposer to respond in a timely manner. Proposer use of a fax machine shall be at Proposer's sole risk. The CBJ will attempt to keep the fax machine in good working order but will not be responsible for proposals that are late due to mechanical failure, a busy fax machine, or any other cause arising from Proposer's use of a fax machine even if Proposer submits a transmission report or provides other confirmation indicating that the Proposer transmitted a proposal before the submittal deadline. Proposers are therefore strongly encouraged to confirm receipt of their proposal with CBJ prior to submittal deadline.

Disadvantaged Business Enterprises are encouraged to respond.

Ad Date: April 26, 2010

**Design Services for the Downtown Parking Facility
Cathodic Protection Repairs
(C2)RFP No. E10-241**

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1.0 GENERAL INFORMATION

This Class 2 RFP defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

Background: A detailed condition assessment and report by Norton Corrosion Ltd. in December 2007 determined that cathodic protection provided by the passive galvanic anodes at the CBJ Downtown Parking Facility has fallen to negligible levels of protection. The City and Borough of Juneau Engineering Dept. is issuing this request for proposals to qualified corrosion consultants for design, bidding, and construction observation services per the following criteria.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide Professional services to review and analyze all owner-supplied consultant inspection reports, cathodic protection testing data and as-built information for the submerged steel piles and buried steel piles underneath the CBJ Downtown Parking Facility. Provide a written summary and recommendations of corrective actions required to restore cathodic protection with a service life of at least ten (10) years from installation. After approval of the report, provide design, bidding, and construction administration services as required to implement the recommendations.

The Class 2 process is used for acquisition of professional service contracts between \$25,000 and \$50,000 in value.

1.2 Scope of Services

The Consultant shall provide qualifications and experience per the RFP to accomplish the following work:

- Review and analyze all owner-supplied consultant inspection reports, cathodic protection testing data and as-built information for the submerged steel piles and buried steel piles underneath the CBJ Downtown Parking Facility. Provide a written summary and recommendation of corrective actions required to restore cathodic protection with a service life of at least ten (10) years from installation.
- Perform one on-site inspection of existing conditions, including all structural elements protected by existing cathodic protection system. Include fees, travel and per diem for one meeting with Owner to discuss findings with CBJ Engineering staff while in Juneau.
- Provide 60%, 90%, and final construction document review sets in electronic format. Participate in design review meetings with CBJ Engineering staff via teleconference.
- Prepare itemized cost estimate for installation of new cathodic protection for installation work to begin in early September, 2010.
- Prepare specification sections 01010 'Scope of Work', 16640 'Cathodic Protection' and all related sections necessary for a complete installation.

- Prepare construction drawings which illustrate methods, details and materials to be used to execute the Work. Final 100% consultant supplied documents shall constitute a "Bid Ready" set.
- Prepare a separate budgetary estimate for bidding, construction administration, and construction observation services based on one interim on-site inspection during the work and one final inspection including punch list preparation and final report.

Referenced reports are located at http://www.juneau.org/engineering_ftp/contracts/Contracts.php.

The site of the work is the CBJ Downtown Parking Facility, 292 Marine Way, Juneau, Alaska.

1.3 Completion

Final bid-ready documents must be completed by August 1, 2010.

1.4 Background

Juneau is Alaska's Capital City. The City and Borough of Juneau (CBJ) municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Engineering Department is located on the 3rd Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

1.5 Questions

Questions regarding this proposal will be answered by:

Jennifer Mannix, Contract Administrator	Telephone: (907) 586-0873
City and Borough of Juneau	Fax: (907) 586-4530
ENGINEERING DEPARTMENT	Email: jennifer_mannix@ci.juneau.ak.us
Marine View Center - 3 rd Floor	
230 South Franklin Street	
Juneau, Alaska 99801	

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.6 Standard Professional Services Contract Language

Standard contract clauses, typical design scope of services, compensation based on lump sum and time and expenses, and insurance requirements are shown in Attachment 1 – Sample Contract.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of the RFP

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

2.2.1 General

The content of proposals will be kept confidential until the selection of the Consultants is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to Proposers. The CBJ reserves the right to reject any or all proposals.

2.2.2 Submission of Proposals

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Consultant's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondent's preparations and submission shall be the responsibility of the Proposer.

All proposals must be signed. A proposal may be signed by the Consultant or by an agent(s) only if he/she is an officer or a corporate representative authorized to sign contracts on the Consultant's behalf, a member of a partnership, or is properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Proposals must be received no later than the date and time specified in the RFP. Proposals may be mailed, faxed, or hand-delivered. Proposals not received by the date and time specified will not be considered.

2.3 Proposal and Submission Requirements

The response to a Class 2 RFP should be in letter form, not more than five pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- 2.3.1 State the subject of the RFP, the name of the firm, address, telephone and fax numbers, name of a contact person and date of submission.
- 2.3.2 Discuss the firm's understanding of the Scope of Services requested and the firm's proposed method(s) for completing these services.
- 2.3.3 Provide a brief general background of the firm, including specialized experience, capabilities and unique qualifications in the field being solicited. Specify each person who will provide services to the CBJ under this contract, their position and

a brief summary of their qualifications. Specify who the primary representative will be for the firm, their availability and anticipated scale of involvement.

- 2.3.4 Discuss the firm's present workload and its capacity to perform the services requested within the time frame stated in the RFP. Provide a proposed time schedule outlining the sequence necessary to complete the requested services by the project deadline. Specify how much priority will be given to the project and who will manage the project.
- 2.3.5 Provide company names, individual contacts and telephone numbers for at least two similar projects that are of the same general concept as requested in this RFP. If referencing CBJ projects, identify the project.
- 2.3.6 Provide the firm's hourly rates. Evaluation will include the hourly rates of pay for personnel to be used on this project. Include a list of reimbursable expenses typical for this type of project.
- 2.3.7 Acknowledge receipt of all addenda.
- 2.3.8 Licenses. Professional registration (Engineer/Architect/Land Surveyor/Landscape Architect) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281).

If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work.

All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska.

All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional.

The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

If all necessary licenses/certifications are not currently held, the proposal must furnish proof that applications have been made and that the firm/individual is qualified for the license(s)/certification(s).

3.0 EVALUATION OF CLASS 2 PROPOSALS

3.1 Criteria

Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the needs of the CBJ.

3.2 Evaluation Data

The Evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal and Submission Requirements discussed in SECTION 3.0 of this RFP.

3.2.1 Understanding Requested Scope of Services

Proposals will be evaluated according to a demonstrated understanding of the requested scope of services.

3.2.2 Proposed Method to Accomplish the Project

Work schedule and methodology will be evaluated according to completeness and pertinence of the tasks submitted by the Consultant as well as the logic of the overall approach. The proposal should show interest and insight to the specific project.

3.2.3 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project.

3.2.4 Capacity of the Firm

Evaluation will be made on the Consultant's ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.

3.2.5 Firm's Experience With Similar Projects

Evaluation will include assessment of experience with projects of similar scale and scope. The proposal should succinctly describe these projects.

3.2.6 Firm's Hourly Rates

Evaluation will include the hourly rates of pay for personnel to be used on this project. Include a list of reimbursable expenses typical for this type of project.

3.2.7 Quality of the Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted.

3.2.8 Juneau Proposer according to SECTION 7.0.

3.3 Evaluation Process

Evaluation of the proposals will be performed by a committee of CBJ personnel. The intent of the CBJ is to make award based on written proposals.

4.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified on the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. In the event of a tie in the ranking totals, only the raw scores of the Proposals which are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited into contract negotiations with CBJ.

5.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

6.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address:
<http://www.juneau.org/law/code/purchasing.pdf>

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department.

7.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

Vendors/merchants conducting business within the City are required by law to register with the City for sales and property taxes. Consultants and Subconsultants must be in good standing for all amounts owed to the City prior to award and prior to all contract renewals, but in any event no later than five business days following notification by the City of intent to award. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. **To determine if your business is subject to these requirements, or for further information, contact the City Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Assessor Division at (907) 586-5268 concerning business personal property and real property tax. *Note: This criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.***

CONSULTING FIRM:_____

SCORED BY:_____

DATE:_____

EVALUATION/RANKING

POINTS AWARDED

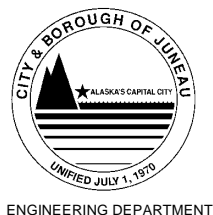
3.2.1	Understanding Requested Scope of Services	0 - 20	_____
3.2.2	Proposed Method to Accomplish Project	0 - 10	_____
3.2.3	Firm's Representation		
	a. Schedule of Available Personnel	0 - 10	_____
	b. Scale of Involvement	0 - 10	_____
3.2.4	Capacity of the Firm	0 - 10	_____
3.2.5	Firm's Experience with Similar Projects	0 - 10	_____
3.2.6	Firm's Hourly Rates	0 - 10	_____
3.2.7	Proposal is:		
	a. Clear and concise	0 - 10	_____
	b. Responsive to Needs of the Project	0 - 5	_____
Subtotal			_____

The City Engineer will assign points for criterion 8 below.

3.2.8	Meets the definition of Juneau Proposer.	0 or 5	_____
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TOTAL POSSIBLE POINTS	100	_____
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INDIVIDUAL RANKING		_____
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ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT

Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
Contract No. RFP E10-241

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ company name _____ whose address is _____ phone and fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Steve Tada. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City.

22. INDEMNIFICATION AND HOLD HARMLESS. Consultant shall indemnify, defend, and hold harmless City from and against any claim of, or liability for, negligent acts, errors, and omissions of Consultant under this contract, including the award of attorneys' fees. Consultant is not required to indemnify, defend, or hold harmless City for a claim of, or liability for, the independent negligent acts, errors, and omissions of City. If there is a claim of, or liability for, a joint negligent act, error, or omission of Consultant and City, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this section, "independent negligent acts, errors, and omissions" means negligence other than in City's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work. City shall notify Consultant in a timely manner of the need for indemnification, defense, and hold harmless under this section, but such notice is not a condition precedent to Consultant's obligations and may be waived where Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Rod Swope Date
City Manager

Company name

Name Date
Rank [i.e. President]
email

Approved as to form:

Jennifer Mannix Date
Contract Administrator
jennifer_mannix@ci.juneau.ak.us

CIP Coding: 396-73-5-16-20-390

Attachment 1 – Standard Contract
Contract No. E10-241 for Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
with _____

APPENDIX A: SCOPE OF SERVICES
Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
Contract No. RFP E10-241

See Scope of Services in RFP.

This Contract may be amended to include Construction phase Services.

PERSONNEL: The Consultant's primary personnel for this work will be:

The completion date for this project is August 1, 2010.

This contract expires on _____, unless an amendment changing this date is fully executed prior to _____.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
Contract No. RFP E10-241

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of \$_____ for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$_____ for satisfactory performance of _____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$_____

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Attachment 1 – Standard Contract
Contract No. E10-241 for Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
with _____

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$50.00 (\$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Design Services for the
Downtown Parking Facility – Cathodic Protection Repair
Contract No. RFP E10-241

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The certificate of insurance supplied to the City shall state that the City is named as “**Additional Insured for any and all work performed for the City & Borough of Juneau.**” The Additional Insured requirement does not apply to Professional Liability and Workers Compensation insurance. NOTE: This requirement has changed. The City no longer requires certificates of insurance referencing project names and contract numbers. Proof of the following insurance is required before award:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.