File No. 1655

CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Engineering Department

REQUEST FOR PROPOSALS

(C3)RFP E11-033

LONG RANGE WATERFRONT PLAN (LRWP) AREA A- LAND & SEAWALK PLANNING & DESIGN

Issued By: _____ Date: 6/9/10

Jennifer Mannix, Contract Administrator

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide planning and design services for the Long Range Waterfront Plan (LRWP) Area A and Seawalk that could extend from "Area A" to the Mental Health Trust property beyond Gold Creek.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska Time on June 21, 2010**. Persons interested in submitting proposals are encouraged to attend. Conference call capability will be available for the Pre-Proposal meeting. Proposers intending to participate via conference call shall notify Janet Sanbei, Contract Specialist, in the CBJ Engineering Contracts Division, at (907) 586-0480, or janet_sanbei@ci.juneau.ak.us by 4:30 p.m., June 18, 2010.

QUESTIONS REGARDING THIS RFP: Jennifer Mannix, Contract Administrator, phone (907) 586-0873, fax (907) 586-4530 is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: **7** copies of the proposal, in a ***sealed envelope***, must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time, June 30, 2010, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

NOTE: **Mailing/delivery times to Alaska may take longer than other areas of the U.S.**

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:
City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:
City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

The CBJ Purchasing Division's phone number is (907) 586-5258 and fax number (907) 586-4561.

Please affix the label below to the outer envelope in the lower left hand corner.

IMPORTANT --	**NOTICE TO PROPOSER**

To submit your proposal:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope.**

SEALED

PROPOSAL NUMBER:
RFP E11-033

SUBJECT:
LONG RANGE WATERFRONT PLAN (LRWP) AREA A- LAND & SEAWALK PLANNING & DESIGN

DATE OF OPENING AT:

2:00 P.M. ALASKA TIME:

PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (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.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified firms to provide land planning, surveying, engineering, landscape architectural and architectural services. These services will include planning and design work for Area A within the Long Range Waterfront Plan (LRWP) and potentially a seawalk from this area toward the Mental Health Trust property east of Gold Creek. The Waterfront Master Plan (WMP) that is part of the LRWP shall guide the planning and design process. This contract may be amended to include contract administration and inspection services.

The Class 3 process is used for acquisition of professional services contracts estimated to be more than $50,000.

1.2 Scope of Services

The Consultant shall provide planning services for municipal lands currently occupied by the City and Borough of Juneau (CBJ) Public Works Department, Streets Division under and near the Juneau Douglas Bridge (Area A of the WMP). Through the CBJ's public process for its LRWP, a waterfront park and seawalk project were supported for this site. The WMP will serve as a background document from which to base park and seawalk concepts in this area. Additional planning concepts have been developed by the CBJ and are available online at:
http://www.juneau.org/engineering/Bridge_Park/Bridge_Park_AreaA.php.

The WMP calls for this area to be one of the focal points to help expand recreational areas and opportunities along the waterfront in downtown Juneau. The site is also intended to be the gateway to the downtown corridor and the beginning of the seawalk. The plan suggests the addition of an "artistic gateway" as an appropriate feature to anchor the site and mark the transition to downtown.

The WMP notes the potential for a mixed use zone in area A. Land planning in this area shall include evaluation of all possible water dependent activities as well as allowable mixed use development. Such activities may include uses by the CBJ Docks & Harbors Department, Parks & Recreation Department or private entities. Within the study limits, there are both public and private lands that may be considered in this project. The planning process may include the upgrade or demolition of the existing City Shop building, new park shelters and/or a new building.

The LRWP is available online at
http://www.juneau.org/plancomm/Final_LRWP_112204.php.

Planning Phase:
CBJ staff will lead the planning and preliminary design phase work. CBJ seeks professional services of consultants to complement these efforts. This phase of work may include conceptual planning, surveying, assistance in defining and obtaining easements, facilitating public meetings, attending assembly and/or planning commission meetings, engineering feasibility, cost estimating, permit assistance and preliminary

design. It is expected that the consultant will provide multiple preliminary design options for consideration that are based on CBJ staff input, public feedback, local, state and regulatory input, and preliminary cost estimates.

The following phases may be awarded based on consultant performance and available funding:

Design Phase:
The Consultant shall perform all necessary professional services to facilitate and complete final, bid-ready contract documents for Area A project(s). This work will also include estimates of expected construction costs and assistance to the CBJ during the bid period.

Contract Administration and Inspection Phase:
The CBJ may elect to amend the scope of services to include contract administration and inspection services for project construction. Such services may include submittal reviews, inspections, design clarifications, change order analysis, etc.

The site of the work is downtown, adjacent to the Juneau Douglas Bridge in Juneau, Alaska.

1.3 Completion

Planning and predesign services shall be completed by October 30, 2010.

1.4 Background

Juneau is Alaska's Capital City. The 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 should be directed to:

Jennifer Mannix
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801

email: Jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
FAX: (907) 586-4530

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

1.6 Standard Contract Language

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected consultant sign in the event of acceptance of its proposal.

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

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

The content of proposals will be kept confidential until the selection of the Consultant 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 the Proposer. The CBJ reserves the right to reject any or all proposals.
Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP 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 respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 Title Page

Show the RFP subject, the name of the firm, address, telephone numbers, name of contact person and date of submission.

3.2 Table of Contents

Clearly identify the materials by section and page number.

3.3 Letter of Transmittal

Limit to one or two printed pages.

3.3.1 Briefly state the firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2 Give names of the person(s) who will be authorized to represent the firm, their title(s), address(es) and telephone number(s).

3.3.3. The transmittal letter must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 Scope of Services and Work Plan

3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.

3.4.2 Provide a work plan which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.

3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and subconsultants and their proposed work schedule during different phases of the project. How much priority can/will this project be given?

3.5 History and Experience

3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least two similar projects which are of the same general concept requested in this RFP.

3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested.

3.6 Proposer's Organization and Personnel Qualifications

3.6.1 Describe the organizational structure of the consultant team for this project with an organizational chart or other diagrammatic explanation. Describe how this project fits into the firm's over-all organization.

3.6.2 Specify the project manager and other personnel who will be directly providing services for the CBJ in various areas of the described project and state their position. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

3.7 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. Hourly rates shall include all markups and multipliers. Hourly rates shall remain in effect for the life of the contract with no increase.

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.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 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 Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project

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

4.2.2 Capacity of the Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

4.2.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

a. Monitors and maintains project schedules.
b. Establishes overall project success through close coordination with all parties.
c. Controls construction budgets, maintaining best interests of Owner.
d. Delivers high quality services within established budgets.

4.2.4 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.

4.2.5 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.

a. Schedule of availability of personnel.
b. Scale of involvement is appropriate to the project.

4.2.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability of the personnel who will provide the equipment, technical and supervisory assistance requested.

4.2.7 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. (Review the Standard Contract regarding allowable reimbursables.)

4.2.8 Quality of the Proposal

a. Is proposal clear and concise?
b. Is proposal responsive to the needs of the project?

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

4.2.9 Juneau Proposer according to **SECTION 7.0**

Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals,

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ.

6.0 INSURANCE REQUIREMENTS

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

7.0 JUNEAU PROPOSER POINTS

Juneau Proposer points shall be awarded if the 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. ***Note:*** *The 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.*

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

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer, at 586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following Internet address: http://www.juneau.org/law/code/purchasing.pdf.

9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Consultants and Subconsultants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

CONSULTING FIRM: _____

SCORED BY: _____ **DATE:** _____

EVALUATION/RANKING

		POINTS AWARDED	
		Points Possible	**Score**
4.2.1.	Proposed Method to Accomplish the Project	0 – 20	
4.2.2.	Capacity of Firm	0 – 20	
4.2.3.	Past Record of Performance		
	a. Monitors and maintains project schedules.	0 – 10	
	b. Establishes overall project success through close coordination with all parties.	0 – 10	
	c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	
	d. Delivers high quality services within established budgets	0 – 10	
4.2.4.	Firm's Experience with Similar Projects	0 – 20	
4.2.5.	Firm's Representation		
	a. Schedule of availability of personnel.	0 – 20	
	b. Scale of involvement is appropriate to the project.	0 – 20	
4.2.6.	Proposer's Organization and Personnel Qualifications	0 – 20	
4.2.7.	Firm's Hourly Rates and Reimbursables	0 – 10	
4.2.8.	Quality of Proposal		
	a. Is proposal clear and concise?	0 – 10	
	b. Is proposal responsive to the needs of the project?	0 – 10	
		Subtotal	
The Engineering Contracts Administrator will assign points for criterion 9 below.			
4.2.9.	Juneau Proposer (according to SECTION 7.0).	0 or 10	
	TOTAL POINTS	**200**	
	INDIVIDUAL RANKING		

ENGINEERING DEPARTMENT

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT for
Planning and Design Services for
Long Range Waterfront Plan (LRWP)
Area A – Land & Seawalk
Contract No. RFP E11-033

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.

STANDARD CONTRACT

(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 Skye Stekoll. 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.

STAMP COPY

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.

STANDARD CONTRACT

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.

STANDARD CONTRACT

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: 354-91-5-01-20-390

APPENDIX A: SCOPE OF SERVICES
Planning and Design Services for
Long Range Waterfront Plan (LRWP)
Area A – Land & Seawalk
Contract No. RFP E11-033

See Scope of Services in RFP.

This Contract may be amended to include Contract Administration and Inspection Services.

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

The completion date for this project is October 30, 2010.

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

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Planning and Design Services for
Long Range Waterfront Plan (LRWP)
Area A – Land & Seawalk
Contract No. RFP E11-033

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 $

STANDARD CONTRACT

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.

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.

SAMPLE CONTRACT

APPENDIX C: INSURANCE REQUIREMENTS
Planning and Design Services for
Long Range Waterfront Plan (LRWP)
Area A – Land & Seawalk
Contract No. RFP E11-033

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:

STANDARD CONTRACT

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.