



**Engineering Department**

## **REQUEST FOR PROPOSALS**

**(C2)RFP E11-283**

### **LEED REVIEW & ASSISTANCE FOR HARBORVIEW AND GLACIER VALLEY SCHOOLS**

Issued By: \_\_\_\_\_

  
Jennifer Mannix, Contract Administrator

Date: April 25, 2011

**REQUEST FOR PROPOSALS (RFP)**  
**LEED Review & Assistance**  
**For**  
**Harborview and Glacier Valley Schools**

(C2) RFP No. E11-283

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide review, oversight, and recommendations for construction projects pursuing LEED certification.

**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.

Proposals will be accepted at the CBJ Engineering Department office prior to **2:00 p.m., May 3, 2011.** The proposals may be faxed, emailed, mailed or hand-delivered.

Email: [contracts@ci.juneau.ak.us](mailto:contracts@ci.juneau.ak.us)  
Fax: 907-586-4530

**MAILING ADDRESS**

CBJ Engineering Department  
155 South Seward Street  
Juneau, AK 99801

**PHYSICAL**

CBJ Engineering Department  
230 South Franklin Street, 3<sup>rd</sup> Floor  
Juneau, AK 99801

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/EMAIL 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 and computer network 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 this technology, 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 by calling 907-586-0490.

Disadvantaged Business Enterprises are encouraged to respond.

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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.

### **1.1 Purpose**

The purpose of this document is to solicit proposals from qualified consultants to provide review, oversight, and recommendations for construction projects pursuing LEED certification.

### **1.2 Scope of Services**

Consultant shall have experience achieving LEED certification on a minimum of ten separate projects in the past three years. Consultant shall provide the following services for the Glacier Valley Elementary School and Harborview Elementary School LEED certification projects:

1. LEED Documentation Review – review current LEED application information and preliminary USGBC LEED design and construction review reports.
2. LEED Credit Compliance and Alternatives – review compliance requirements for each LEED credit pursued and evaluate potential LEED credit compliance that was not pursued.
3. LEED Documentation Correction and Response Guidance – evaluate viability of LEED credit compliance (pursued and non-pursued credits) and provide written guidance regarding documentation requirements for credit compliance. Provide additional support, guidance, and evaluation of design team LEED resubmittal responses as they are developed.
4. LEED Final Review – perform a final review and constructive critique of LEED resubmittal response and documentation prior to submission to USGBC for final LEED review.

The Consultant shall provide written guidance regarding LEED credit compliance strategy and documentation requirements within 15 work days of Notice to Proceed. Consultant shall provide written final review comments within 15 work days of receipt of final LEED resubmittal documentation. Selected Consultant may be retained to perform similar services on other construction projects pursuing LEED certification.

### **1.3 Project Schedule and Budget**

Consultant services shall be completed six months after Notice to Proceed

### **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 3<sup>rd</sup> 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  
City and Borough of Juneau  
ENGINEERING DEPARTMENT  
Marine View Center - 3<sup>rd</sup> Floor  
230 South Franklin Street  
Juneau, Alaska 99801

**Telephone:** (907) 586-0873

**Email:** [jennifer\\_mannix@ci.juneau.ak.us](mailto:jennifer_mannix@ci.juneau.ak.us)

**Fax:** (907) 586-4530

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 Content Requirements**

The response to this RFP shall be in letter form, not more than ten (10) 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.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project.
- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named and their roles within the project clearly identified. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described
- 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.
- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Juneau Proposer according to SECTION 7.0.
- Proposal Signature: The proposal 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.

## 3.0 EVALUATION OF PROPOSALS

### 3.1 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.

### 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 Content Requirements discussed in SECTION 3.0 of this RFP.

#### 3.2.1 Proposed Method to Accomplish the Project

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

#### 3.2.2 Organization, Capacity of Firm and Personnel Qualifications

- a. Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.
- b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

#### 3.2.3 Relevant Experience and Past Record of Performance

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

#### 3.2.4 Firm's Hourly Rates

Evaluation will be made on the proposed hourly rates of pay for personnel to be used on this project.

#### 3.2.5 Quality of the Proposal

Is proposal clear and concise? Is proposal responsive to the needs of the project? Evaluation will include the clarity and professional quality of the document(s) submitted.

#### 3.2.6 Juneau Proposer according to **SECTION 7.0**

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

### **3.3 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.

### **4.0 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.

### **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, 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. *Note: Juneau Proposer preference has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review Section 7.0 above, as well as the Purchasing Code cited.*



## EVALUATION/RANKING

CONSULTING FIRM: \_\_\_\_\_

SCORED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### POINTS AWARDED

|   |   | Points Possible | Score |
|---|---|-----------------|-------|
| 4.2.1   | Proposed Method to Accomplish the Project                               | 0 – 25          | _____ |
| 4.2.2   | Organization, Capacity of Firm and Personnel Qualifications             |                 |       |
|   | a. Organization and ability to perform services within desired schedule | 0 – 20          | _____ |
|   | b. Experience of proposed personnel and scale of involvement            | 0 – 20          | _____ |
| 4.2.3   | Relevant Experience and Past Record of Performance                      | 0 – 20          | _____ |
| 4.2.4   | Proposed Hourly Rates   | 0 – 5           | _____ |
| 4.2.4   | Quality of Proposal   | 0 – 5           | _____ |
|   |   | Subtotal        | _____ |
| <b>The Engineering Contract Administrator will assign points for criterion 4.2.5 below.</b> |   |                 |       |
| 4.2.5   | Juneau Proposer (according to SECTION 7.0).                             | 0 or 5          | _____ |
|   | TOTAL POINTS  | 100             | _____ |
| <b>INDIVIDUAL RANKING</b>   |   |                 |       |
| _____   |   |                 |       |



## ATTACHMENT 1

### PROFESSIONAL SERVICES CONTRACT LEED Review & Assistance for

Harborview and Glacier Valley Schools  
Contract No. RFP E11-283

**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 Nathan Coffee. 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, except Workers Compensation and Professional Liability.

**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  
email

Approved as to form:

\_\_\_\_\_  
Jennifer Mannix Date  
Contract Administrator  
[jennifer\\_mannix@ci.juneau.ak.us](mailto:jennifer_mannix@ci.juneau.ak.us)

CIP Coding: 454-88-5-01-20-390  
454-89-5-01-20-390

**APPENDIX A: SCOPE OF SERVICES**  
**LEED Review & Assistance**  
**for**  
**Harborview and Glacier Valley Schools**  
**Contract No. RFP E11-283**

See Scope of Services in RFP .

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

The completion date for this project is \_\_\_\_\_/

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

STANDARD CONTRACT

**APPENDIX B: COMPENSATION**  
**LEED Review & Assistance**  
**for**  
**Harborview and Glacier Valley Schools**  
**Contract No. RFP E11-283**

***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.

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**  
**LEED Review & Assistance**  
**for**  
**Harborview and Glacier Valley Schools**  
**Contract No. RFP E11-283**

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.

**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.