

Engineering Department

## **REQUEST FOR PROPOSALS**

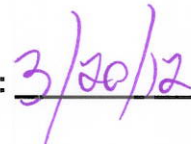
**(C3) RFP E12-235**

**DESIGN SERVICES for  
Lower West Mendenhall  
Valley Sewer, Pederson Hill Phase**

Issued by:

  
Jennifer Mannix, Contract Administrator

Date:



Design Services for Lower West Mendenhall Valley Sewer, Pederson Hill Phase  
(C3) RFP E12-235

**SCOPE OF SERVICES:** The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide design services for the Lower West Mendenhall Valley Sewer, Pederson Hill Phase project.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the 3<sup>rd</sup> floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on April 6, 2012.** Persons interested in submitting proposals are encourage to attend.

**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 on April 19, 2012, 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 services 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
<p>To submit your proposal:</p> <ol style="list-style-type: none"><li>1. Print your company name and address on the upper left corner of your envelope.</li><li>2. <b>Complete this label and place it on the lower left corner of your envelope</b></li></ol>
<div><p><b>RFP NUMBER:</b> <b><u>E12-235</u></b></p><p><b>SUBJECT:</b> <b>Design Services for Lower West Mendenhall Valley Sewer, Pederson Hill Phase</b></p><p><b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME:</b> _____</p></div>
<p><b>SEALED PROPOSAL</b></p>

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 consultants to provide design services for the Lower West Mendenhall Valley Sewer, Pederson Hill Phase project.

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

### **1.2 Scope of Services**

The Consultant shall provide all necessary scoping, engineering, surveying and design services to prepare complete, bid-ready construction drawings, specifications, bid schedule and engineer's estimate for construction.

The West Mendenhall Sewer Extension Project, Pederson Hill to Fritz Cove Road, consists of providing new sewer main and services to the remaining properties along Glacier Highway between Pederson Hill and Fritz Cove Road. The project will be developed to construct new sanitary sewer infrastructure in this area.

The successful consultant will also provide a cost benefit analysis of the operations (required upgrades, ongoing maintenance and operations etc.) of the existing Auke Bay Treatment or the conversion of the treatment plant to a pump station and pumping the raw sewage to the Mendenhall Valley Wastewater Treatment Plant, including, but not limited to: demolition/closure of the existing Auke Bay Plant, capital costs of new infrastructure installation, operation and maintenance etc.

The CBJ may elect to amend the scope of services to include contract administration and inspection services.

The site of the work is along Glacier Highway between Pederson Hill and Fritz Cover Road in Juneau, Alaska.

### **General Design Requirements**

- A. The Consultant shall conduct at least two (2) design workshops in coordination with the CBJ Engineering Department Project Manager. The initial workshop will be to scope the project, with the second meeting at approximately 90-percent design completion. The Consultant shall coordinate with the affected CBJ User Department's Division supervisor(s) to ensure the design is responsive to the City's needs.
- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary

construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.

- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City.
- D. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- E. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Assembly, or their subcommittee, if directed by the CBJ Engineering Department.
- F. The Consultant shall contact the local residents affected by the project in order to keep them informed of the project and to address their concerns. The Consultant shall attend at least one public meeting to discuss the project with local residents.
- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.
- I. The Consultant shall assist the CBJ Engineering Department in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design. The Consultant shall notify the CBJ Engineering Department early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required by the CBJ Project Manager.

- J. If the project design includes the demolition, construction or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Engineering Department, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.

#### **Bid-Ready Construction Document Submittal**

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. The CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements and Division 1 – General Requirements portion(s) of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index)

Section 00310 – Bid Schedule

Section 00852 – Permits

Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December, 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These "boilerplate" specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification

sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
  - ◆ One set of 8 ½"X11" print-ready (hard copy) technical specifications
  - ◆ One set of 11"X17" print-ready (hard copy) signed, stamped drawings
  - ◆ Electronic copy of technical specifications in Word and PDF format
  - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11"X17" paper.
- Within 10 days following the Bid Opening, Consultant shall provide the following:
  - ◆ An electronic copy of all stamped, signed drawings in .pdf format, one set formatted to print on 11"X 7" and one set formatted to print on 22"X34" paper, which are conformed, incorporating all changes or replacements made to drawings via addenda;
  - ◆ One set of stamped, signed, conformed full size mylar drawings, on 22"X 34".
  - ◆ Electronic copy of all drawings in AutoCAD 2008 format. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
- The font size on the 11"X17" drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2006 – 2008 and Word 2003 or later. If a more current version of AutoCAD is used to create drawings, all files need to be saved down to version 2008 at the latest. The DWG files shall be saved in a manner such that an 11"X17" size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All "plot style" configuration files required to produce an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.



### **1.3 Completion**

Cost benefit analysis for Auke Bay Treatment Plant shall be completed by August 1, 2012.

100 % Bid-ready drawings, specifications and construction estimate shall be completed by September 15, 2012.

### **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 – 3<sup>rd</sup> 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.

### **1.7 Disadvantaged Business Enterprise (DBE)**

This information will assist you in meeting the CBJ's Disadvantaged Business Enterprise (DBE) Program requirements. For simplicity, many of the regulations have been paraphrased; however, the actual laws apply and are incorporated by reference.

DBE goals for this Project are **3.22% for Minority Business Enterprises (MBE)** and **2.54% Women's Business Enterprises (WBE)**.

## **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**

The response to this RFP shall be in letter form, not more than seven (7) 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.
- 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.
- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Disadvantaged Business Enterprise Participation: Proposal must include information showing that MBE and WBE participation goals have been met or exceeded or that the proposing firm conducted affirmative action steps, as defined in Attachment 2, if goals were not met.
- 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.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals.

## **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

- 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.

4.2.2 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.

4.2.3 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.

4.2.4 Firm's Hourly Rates

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

4.2.5 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.

4.2.6 Disadvantaged Business Enterprise Participation

Proposal demonstrates MBE and WBE participation which meets or exceeds the specified goals or documents affirmative action steps toward achieving the goals, if goals were not met.

4.2.7 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/code.php>. **Note:** *This criteria for meeting Juneau Proposer requirements have changed. Among other requirements, a Proposer must be in Good Standing with the CBJ Finance Department at the time a proposal is submitted. 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. *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.*

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

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

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

## EVALUATION/RANKING

		POINTS AWARDED	
		Points Possible	Score
4.2.1	Proposed Method to Accomplish the Project		
	a. Proposed work plan and methodology.	0 – 25	_____
4.2.2	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 15	_____
	b. Experience of proposed personnel and scale of involvement	0 – 20	_____
4.2.3	Relevant Experience and Past Record of Performance	0 – 15	_____
4.2.4	Proposer's Hourly Rates	0 – 10	_____
4.2.5	Quality of Proposal	0 – 5	_____
		<b>Subtotal</b>	_____
<b>The Engineering Contract Administrator will assign points for criterion 9 below.</b>			
4.2.6	Disadvantaged Business Enterprise Participation	0 or 5	_____
4.2.7	Juneau Proposer (according to SECTION 7.0)	0 or 5	_____
TOTAL POINTS		<b>100</b>	_____
<b>INDIVIDUAL RANKING</b>			_____



## ATTACHMENT 1

**PROFESSIONAL SERVICES CONTRACT  
DESIGN SERVICES FOR  
LOWER WEST MENDENHALL VALLEY SEWER,  
PEDERSON HILL PHASE  
Contract No. RFP E12-235**

**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 Paul Beck. 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

Attachment 1 – Standard Contract

Contract No. E12-235 for Design: Lower West Mendenhall Valley Sewer, Pederson Hill Phase  
with \_\_\_\_\_

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 [i.e. President]  
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: 419900101-760910120-5390

**APPENDIX A: SCOPE OF SERVICES**  
**Design Services for Lower Mendenhall Valley Sewer, Pederson Hill Phase**  
**Contract No. RFP E12-235**

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**  
**Design Services for Lower Mendenhall Valley Sewer, Pederson Hill Phase**  
**Contract No. RFP E12-235**

***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

Attachment 1 – Standard Contract

Contract No. E12-235 for Design: Lower West Mendenhall Valley Sewer, Pederson Hill Phase  
with \_\_\_\_\_

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 Lower West Mendenhall Valley Sewer, Pederson Hill Phase**  
**Contract No. RFP E12-235**

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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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.

CITY & BOROUGH OF JUNEAU (CBJ)  
DISADVANTAGED BUSINESS ENTERPRISES  
SPECIFICATIONS FOR WATER AND WASTEWATER CONTRACTS

**ENVIRONMENTAL PROTECTION AGENCY (EPA)**

**Part 1: Applications**

This project is funded wholly or in part with financial assistance from the U.S. Environmental Protection Agency (EPA). It is subject to 40 CFR Part 35.6580 regarding contracting with minority (MBE) and women's business enterprises (WBE) and to any other applicable federal and state regulations. The requirements of this program are mandatory. Proposers shall be fully informed regarding the requirements of the above regulations. Particular attention is directed to the following matters:

A. **Apparent successful proposers who fail to meet Disadvantage Business Enterprises goals, or fail to demonstrate that the required six affirmative action steps specified in Part II.B to have met the goals were taken, will not be awarded this contract. It is the intent of CBJ to have all proposers solicit proposals from qualifying MBE and WBE sub-consultants prior to the proposal due date for this project. By submitting a proposal for this project, the proposer is acknowledging that post-proposal opening solicitations do not qualify for showing good faith efforts or affirmative action steps to achieving the goals set for this project and that failure to conduct affirmative action steps, as defined in Part II.B of this specification, to meet the MBE/WBE goals for this project prior to proposal opening cannot be cured.**

B. A proposer who is not in compliance with the requirements of the applicable regulations or these specifications will not be awarded this contract. Noncompliance after award of contract constitutes a breach of the contract and may result in termination of the contract or other appropriate remedy for such breach.

**Part II: Disadvantaged Business Enterprise Goals for this project**

A. The fair share objective of contracts/procurements to minority (MBE), and women's business enterprises (WBE); i.e. "goal", for this project has been established as a percentage of the dollar amount awarded to the successful bidder or proposer for the project in the individual amount of **3.22% MBE and 2.54% WBE involving Services.**

B. In addition to the percentage goal listed in "A" above, all bidders or proposers on this project **shall** take the six affirmative steps listed below:

1. Include qualified MBEs and WBEs on solicitation lists;
2. Assure that MBEs and WBEs are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBEs and WBEs;
4. Establish delivery schedules, where the requirements of the work permits, which encourage participation by MBEs and WBEs;
5. Use the services and assistance of the Minority Business Development Agency, U.S. Department of Commerce, as appropriate; and,
6. If the prime proposer awards subcontracts/procurements, require the sub-consultant to take the affirmative steps 1 through 5 above.

See **Appendix A** for guidance in making the six affirmative action steps.

C. The proposer may select, as good faith efforts, various outreach, recruitment or other race/gender neutral activities for this contract but, at a minimum must take the six steps listed above. A successful proposer **shall** actively solicit proposals for the subcontracting of services and supplies from qualified certified Disadvantage Business Enterprises in



order to meet the goals stated in these specifications. The bidder or proposer who does not meet the goals for this project **shall** submit evidence of compliance with these requirements.

"Good faith efforts" means those efforts which, viewed objectively and given all relevant circumstances, could reasonably be expected to produce a level of MBE and WBE participation sufficient to meet the goals, and which a competitor actively and aggressively seeking to meet the goals would make. More specifically, where a proposer fails to meet the specified percentage goals, CBJ **will require** that the proposer provide documented evidence to show that he/she had taken the six mandatory affirmative action steps listed above in this part.

Good faith efforts and affirmative actions, in order to be considered, **must** be carried out prior to proposal opening.

D. EPA's fair share policy encourages the participation and utilization of all MBEs and WBEs, including new and emerging MBEs and WBEs. Even though a prime consultant awards a subcontract to an MBE or WBE, the prime consultant is still required to comply with the good faith efforts, including the six affirmative steps listed in "B" above.

E. If a MBE or WBE prime consultant awards any subcontracts or procurements on this project, such prime also must engage in the good faith efforts, including the six affirmative steps listed in "B" above.

F. Record keeping requirements. The prime consultant must retain all records documenting their good faith efforts, including the six affirmative steps listed in "B" above, and provide copies of these to the D/WBE Officer upon request. See **Appendix B** for a sample EPA form which shows the kind of data which must be documented.

### **Part III: Compliance with Affirmative Action Requirements**

A. Prior to award of contract, the CBJ Engineering Department Contract Administrator (Contract Administrator) may request that the apparent successful proposer provide written documentation to show that the six affirmative action steps listed in Part II.B above were taken by the proposer. This request will be in writing, with response due within three (3) working days from date of receipt of request by the proposer.

B. The D/WBE Officer may request this documentation as a monitoring effort to ensure compliance with the affirmative action efforts requirement or when it otherwise appears necessary to meet the affirmative action requirements established by the U.S. Environmental Protection Agency under its grant and/or loan agreements with CBJ.

C. Apparent successful proposers who fail to demonstrate on written request that the required six affirmative action steps in Part II.B above were taken, and who fail to meet the percentage subcontracting goals for this project, will not be awarded this contract.

### **Part IV. Certified Minority Firms and Women's Business Enterprises Eligible to be used for MBE and/or WBE Credit on this Project**

A. A minority firm (MBE) or a women's business enterprise (WBE), or a joint-venture with an MBE or WBE, must be currently certified prior to opening of proposals or due date for proposals in order for credit to be counted toward affirmative action efforts.

B. Companies which are currently certified by a Federal agency or the State of Alaska Unified Certification Program or any of the other United States' State Departments of Transportation and who present proof of this will be eligible for credit toward affirmative action efforts. Proof may be in the form of a letter from the certifying agency or a current listing in a directory maintained by the certifying agency.

1. Those companies certified as DBEs by one of the agencies listed in Part IV.C above whose majority ownership and control is vested in one or more minority individuals as listed in these specifications under Part VIII "Definitions" may be counted toward the MBE goal.

2. Those companies certified as DBEs by one of the agencies listed in Part IV.C above whose majority ownership and control is vested in one or more non-minority women may be counted toward the WBE goal.

3. Those companies certified as DBEs by one of the agencies listed in Part IV.C above whose majority ownership and control is vested in one or more minority individuals, as defined in Part VIII of these specifications, and who are women may be counted toward the MBE goal or the WBE goal, but not to both. The proposer may choose the goal for which these companies will count.

#### **Part V: Credit for MBE and WBE Participation toward Goals for the Project**

Except as noted below, the total dollar value of the contract awarded to certified MBEs or WBEs, will count toward the goal on the project. The total dollar value of a contract with a company certified both as an MBE and a WBE is counted toward either the MBE or WBE goal, but not to both. The proposer may choose the goal to which the contract value is applied.

- A. The portion of the total dollar value of a contract with a certified joint venture equal to the percentage of ownership and control of the MBE or the WBE partner in the joint venture may be counted toward the applicable goal. However, where the MBE/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit, the D/WBE Officer may direct an adjustment in the percentage counted toward the goal.
- B. The MBE or WBE must perform a useful business function according to custom and practice in the industry; i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibilities by actually performing, managing, and supervising the work, in order for the work to be counted toward the goal. No credit will accrue for an MBE or WBE acting merely as a passive conduit of funds to some other, non-minority/non-woman-owned firm.
- C. A MBE or WBE sub-consultant may further subcontract a portion of the work to another consultant provided that such further subcontracting is in accordance with these specifications and that the majority of the work is being performed by the MBE or WBE having the subcontract with the prime consultant. MBE or WBE participation will not be counted when the MBE or WBE subcontracts back to the prime consultant.
- D. The MBE or WBE must perform work on the project in the category(s) of work for which certification is issued. While the MBE or WBE may perform work in other categories for which certification is not issued, only that work performed in the certified categories will be credited toward the goal for the project.
- E. The total dollar amount awarded to the MBE/WBE prime consultant will count toward the goal for the project, even if the MBE/WBE prime awards subcontracts to other MBE/WBEs or other firms. The percentage of award being placed with a non-MBE/WBE has no bearing on the total amount being reported toward the goal unless such percentage exceeds the 49% level. If the MBE or WBE prime consultant awards more than 49% to a non-MBE/WBE, no credit will be given toward the goal.
- F. The services of MBE/WBEs who act as brokers will not count toward the goal on the project. An MBE or WBE will also be considered a broker if it subcontracts more than 49% of the work.

#### **Part VI: Submission of Minority Firms and Women's Business Enterprise Information to the Contract Administrator**

- A. The proposer for this project shall submit a completed Form 10-029 (Rev.5/2008) EPA and ADEC/EPA Form 6100-3 as part of the bid or proposal. **Proposals without a completed Form 10-029 (Rev.5/2008) EPA and ADEC/EPA Form 6100-3 attached will be considered non-responsive.** These forms are included as **Appendix C and Appendix D** respectively.
- B. Where percentage goals are specified for a project, the apparent successful bidder or the number one proposer shall submit to the Contract Administrator a completed **Form 6100-4** within three (3) working days of notice from the Contract Administrator. A contract shall not be awarded to a bidder or proposer who fails to file the **Form 6100-4** within the time specified. There shall be no substitutions, deletions, additions, or modifications to this listing subsequent to its submittal to Purchasing. This form is included as **Appendix E**.
- C. Where the proposer is unsuccessful at meeting the MBE and/or WBE goals as demonstrated on Form 6100-4, the proposer shall submit to the D/WBE Officer, within three (3) working days after notice from the D/WBE Officer that goals have not been met, documented proof that all of the affirmative action steps listed in Part II.B of this specification were taken to obtain MBE and/or WBE participation for whichever goal(s) was not met. This documentation shall include all

additional explanations that the bidder may wish to supply in conjunction with his or her showing of good faith efforts to meet the goals.

D. It is the proposer's responsibility to ensure that all evidence of compliance with the affirmative action steps has been submitted to CBJ in the time frames set out in these specifications. Information not brought to the attention of CBJ by the proposer in this manner will not be considered in reviewing the proposer's affirmative action steps or in any appeal thereafter.

E. All filings of the proposer are public information and may be obtained from CBJ. Other proposers may submit information refuting the apparent successful proposer's claim to have taken the affirmative action steps for this project.

## **Part VII: MBE/WBE Utilization**

A. If a successful bidder or proposer for a contract which contains MBE and/or WBE participation goals, at any time after award of contract, proposes to remove or make substitutions for MBE and/or WBE subcontractors or joint venture partners under the contract, a written notice of such removal or substitution shall be submitted to the D/WBE Officer prior to commencement of performance of the affected work, with the names, addresses and phone numbers of the subcontractors or joint venture partners to be removed or substituted for and an explanation of the reasons for the removal and substitution. The successful bidder shall make good faith efforts as defined in Part II.B above to utilize another MBE or WBE subcontractor as the replacement. These efforts shall be documented and the circumstances fully explained in writing, and approval obtained from the D/WBE Officer prior to such replacement. The D/WBE Officer shall, within seven days of receipt of such notice, approve said notice or removal and substitution where it is shown that the requested action is for good cause and not for discriminatory purposes.

B. Each contractor shall file a completed Minority/Women-Owned Business Utilization Report **Form 6100-2** every 30 days, or with each request for progress payment, whichever is sooner, and with the final request for payment. This form shall be filled out completely and shall be submitted to the utility project manager for transmittal to the D/WBE Officer. This form is included as **Appendix F**.

C. Upon receipt of progress billings by subcontractors, and review and validation by the prime contractor of satisfactory performance by its subcontractors, the prime contractor shall make payment for such work no more than 30 days from the prime contractor's receipt of payment for said work from AWWU.

## **Part VIII: Other Provisions**

The D/WBE Officer or his or her designee may visit the job site during regular working hours and interview subcontractors and employees for verification of compliance with these specifications and/or the regulations.

## **Part IX: Definitions**

A. *D/WBE Officer* means the CBJ Engineering Department's Contract Administrator, who is responsible for the administration of the D/WBE program or the Contract Administrator's designee.

B. *Federal assistance*, for purposes of these specifications, means funding to CBJ in any way by the United States Environmental Protection Agency (EPA) for contracts to be let by CBJ through bids or Requests for Proposals, when the EPA has requirements of CBJ regarding minority businesses, and/or women's business participation on those funds.

C. *Joint Venture* means a commercial enterprise undertaken by more than one business enterprises jointly, limited in its scope and duration to one project, for the purpose of each enterprise's profiting thereby.

D. *Minority individual* means an individual who is a citizen of the United States and is one of the following:

1. Black American;
2. Hispanic American (with origins from Puerto Rica, Mexico, Cuba, South or Central America);
3. Native American (American Indian, Eskimo, Aleut, native Hawaiian); and,

4. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).

*E. Minority Business Enterprise (MBE) or Women Owned Business Enterprise (WBE)* means a small business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:

1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
2. Whose management and daily business operations are controlled by one or more such individuals.

\* \* \* \* \*

For more information about these specifications, please contact the Contract Administrator at:

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

**email:** Jennifer\_mannix@ci.juneau.ak.us  
**Telephone:** (907) 586-0873  
**FAX:** (907) 586-4530

For information regarding the current State of Alaska Unified Certification Program Directory, contact the State of Alaska, DOT&PF in Anchorage, Alaska at (907) 269-0851 or (800) 770-6236.

## **Appendix A:**

### **EPA Guidance for Outreach, Recruitment and Race/Gender Neutral Activities**

EPA offers the following examples of activities to assist prime consultants in carrying out the outreach, recruitment and race/gender neutral activities.

#### **1. Include qualified MBEs and WBEs on solicitation lists.**

- (a) Maintain and update a listing of qualified MBEs and WBEs that can be solicited for services.
- (b) Provide listings to all interested parties who requested copies of the proposing documents.
- (c) Contact appropriate sources within your geographic area and State to identify qualified MBEs and WBEs for placement on your minority and women's business listings.
- (d) Utilize other MBE/WBE listings such as those of the U. S. Small Business Administration, U.S. Environmental Protection Agency, Office of Small and Disadvantaged Business Utilization (OSDBU) and the Department of Transportation.
- (e) Have the State environmental agency personnel review this solicitation list.

#### **2. Assure that MBEs and WBEs are solicited.**

- (a) Conduct meetings, conferences, and follow-ups with MBEs and WBEs, women's business associations, minority media, etc., to inform these groups of opportunities to provide services.
- (b) MBE utilization is facilitated if the prime proposer advertises through the minority media. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
- (c) Conduct pre-proposal, pre-solicitation, and post-award conferences to ensure that consultants solicit MBEs, and WBEs.
- (d) Provide offerors with listings of qualified MBEs and WBEs, and establish that a fair share of contracts/procurements should be awarded to these groups.
- (e) Advertise in general circulation, trade publications, State agency publications of identified source, minority or women's business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of minority or women's business-focused publications that may be utilized to solicit MBEs or WBEs.
- (f) Provide interested MBEs and WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (g) Provide MBE and WBE trade organizations with succinct summaries of solicitations.
- (h) Notify MBEs and WBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.

#### **3. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of MBEs and WBEs.**

- (a) Perform an analysis to identify portions of work that can be divided and performed by qualified MBES and WBEs.
- (b) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of MBEs and WBEs.
- (c) Analyze bid packages for compliance with the good faith efforts to afford MBEs and WBEs maximum participation.

**4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by MBEs and WBEs.**

- (a) Consider lead times and scheduling requirements often needed by MBE or WBE participation.
- (b) Develop realistic delivery schedules which may provide for greater MBE and WBE participation.

**5. Using the services and assistance of the U. S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.**

- (a) Use the services of outreach programs sponsored by the U. S. Small Business Administration to recruit bona fide firms for placement on MBEs' and WBEs' bidders' lists to assist these firms in the development of bid packaging.
- (b) Seek out Minority Business Development Centers (MBDCs) to assist in identifying MBEs for potential work opportunities on your projects.

**Appendix B:**

EXAMPLE  
Minority and Women-Owned Business Enterprises  
Contact Documentation

Project Name \_\_\_\_\_ RFP/ITB No. \_\_\_\_\_

Company Name \_\_\_\_\_

This form is provided for your convenience to document your efforts to meet MBE/WBE utilization goals on this project. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form or other supporting documentation such as explanations, advertising notices, solicitations, telephone logs, etc. with your Form 6100-4.

---

Firm \_\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_  
Address \_\_\_\_\_ Certified by: \_\_\_\_\_  
\_\_\_\_\_

Type of work \_\_\_\_\_ Estimated Amount \$ \_\_\_\_\_  
Dates of Contact \_\_\_\_\_  
Method of Contact \_\_\_\_\_  
Name of Person Contacted \_\_\_\_\_  
Results of Contact \_\_\_\_\_  
If rejected, why \_\_\_\_\_  
=====

Firm \_\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_  
Address \_\_\_\_\_ Certified by: \_\_\_\_\_  
\_\_\_\_\_

Type of work \_\_\_\_\_ Estimated Amount \$ \_\_\_\_\_  
Dates of Contact \_\_\_\_\_  
Method of Contact \_\_\_\_\_  
Name of Person Contacted \_\_\_\_\_  
Results of Contact \_\_\_\_\_  
If rejected, why \_\_\_\_\_  
=====

Firm \_\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_  
Address \_\_\_\_\_ Certified by: \_\_\_\_\_  
\_\_\_\_\_

Type of work \_\_\_\_\_ Estimated Amount \$ \_\_\_\_\_  
Dates of Contact \_\_\_\_\_  
Method of Contact \_\_\_\_\_  
Name of Person Contacted \_\_\_\_\_  
Results of Contact \_\_\_\_\_  
If rejected, why \_\_\_\_\_  
=====

**Appendix C:**

CITY & BOROUGH OF JUNEAU  
Minority Firms and Women's Business Enterprise Statement  
For EPA-Financially Assisted Projects

**RFP-** \_\_\_\_\_ **Project Name** \_\_\_\_\_

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid/proposal, this statement relating to Disadvantage Business Enterprises (Minority and Women-Owned Business Enterprises). This statement shall be deemed a material factor in CBJ's evaluation of this proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the proposal non-responsive.

\_\_\_\_\_ (company name) certifies that it acknowledges that Minority Business and Women's Business Enterprise subcontracting goals have been established for this contract. **Bidders or Proposers will hereby assure that they will meet the goal objective of 3.22% MBE and 2.54% WBE involving Services for either Wastewater Projects or Water Projects involving Services with a good faith effort or** provide documentation to show that the mandatory affirmative action efforts set forth in the M/WBE Specifications for Anchorage Water and Wastewater Utility Contracts at Part II.B have been made to do so.

The undersigned certifies that this proposer is aware of and will comply with all applicable federal and state statutes and regulations concerning minority/woman-owned business participation in programs receiving Federal Assistance. Any inconsistencies between statutes or regulations and the D/WBE specifications for utility contracts herein for this ITB or RFP shall be interpreted so as to provide the greatest opportunity for M/WBEs to participate in this solicitation.

We understand that if we are the successful proposer and if we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required affirmative action efforts as specified in the M/WBE Program Specifications for Utility Contracts, Part II.B, the contract will not be awarded to us. We understand that it is the intent of CBJ to have all proposers solicit bids from qualifying MBE/WBE sub-consultants prior to the proposal opening for this project. By submitting a proposal for this project, we are acknowledging that post-proposal opening solicitations do not qualify for showing good faith efforts at achieving the goals set for this project and that failure to conduct good faith efforts as defined in Part II.B of this specification, to meet the MBE/WBE goals for this project prior to proposal opening cannot be cured.

We certify that should we be declared best proposer we shall submit such data as required by CBJ for award of a contract within the time limits set forth in the M/WBE Specification for this contract unless otherwise specified by the Purchasing Manager. Minority/Woman-Owned Business Utilization Reports will be submitted every 30 days, or with all requests for progress payments, whichever is sooner, and with the final request for payment. Reports will be submitted to the Contract Administrator.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Company's M/WBE Liaison Officer

\_\_\_\_\_  
Principal's Title

False statements are punishable under Alaska Statutes Section 11.56.210

Form 10-029 (Rev.5/08)EPA

TO BE SUBMITTED AS PART OF BID OR PROPOSAL.



**Appendix: D**

## Disadvantage Business Enterprise Program DBE Subcontractor Performance Form

<b>NAME OF SUBCONTRACTOR:</b>		<b>PROJECT NAME:</b>
<b>ADDRESS:</b>		<b>BID/PROPOSAL NO.:</b>
<b>TELEPHONE NO.:</b>		<b>E-MAIL ADDRESS:</b>
<b>PRIME CONTRACTOR NAME:</b>		
<b>CONTRACT ITEM NO.</b>	<b>ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME</b>	<b>PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR</b>

Currently certified as an MBE or WBE under EPA's DBE Program? \_\_\_\_ Yes \_\_\_\_ No

Signature of Prime Contractor \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature of Subcontractor \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

\*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADEC award of financial assistance.

ADEC/EPA FORM 6100-3

# Appendix E:



## Disadvantage Business Enterprise Program DBE Subcontractor Utilization Form

Name of Agency which has certified the MBE or WBE Company: \_\_\_\_\_

<b>BID/PROPOSAL NO.:</b>	<b>PROJECT NAME:</b>
<b>NAME OF PRIME BIDDER/PROPOSER:</b>	<b>E-MAIL ADDRESS:</b>
<b>ADDRESS:</b>	
<b>TELEPHONE NO.:</b>	<b>FAX NO.:</b>

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City of Anchorage by the successful prime contractor. Any changes to the list below must have prior approval by the City of Anchorage. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

### The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, E-MAIL ADDRESS and AK Contractor's License No.	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a Replacement of a subcontractor, I will adhere to the replacements set forth in 40 CFR Part 33 Section 33.302(c).

Contract(s) Total: \$ \_\_\_\_\_ MBE/WBE Goal: \_\_\_\_\_ % Achieved: \_\_\_\_\_ % =\$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADEC award of financial assistance. ADEC/EPA FORM 6100-4

(To be submitted every 30 days or with Requests for Progress Payments, whichever is sooner, and with Final Request for Payment)

Please use the space below to report any concerns regarding the above State-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

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**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES  
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)  
REPORT OF PARTICIPATION**

**Project Name** \_\_\_\_\_ **Contract No.** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Prepared By** \_\_\_\_\_

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBEI/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have

<b>Firm Name</b>	<b>AK Contractor's License No.</b>	<b>Contact Name &amp; Phone No.</b>	<b>Type of Work</b>	<b>Contract Amount</b>	<b>MBEI/WBE</b>
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBEI/WBE status, the bidder may document either category of certification to meet goal objectives.

**Contract Total(s) \$** \_\_\_\_\_ **MBE/WBE Goal** \_\_\_\_\_ **% Achieved** \_\_\_\_\_ **% = \$** \_\_\_\_\_

**Authorized Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_