



Engineering Department

REQUEST FOR PROPOSALS

(C3)RFP E13-154

TERM CONTRACT for CBJ MATERIAL SOURCE SURVEYING AND MAPPING

A handwritten signature in black ink, appearing to read 'Jennifer Mannix'.

Issued By: _____ Date: 10-31-12
Jennifer Mannix, Contract Administrator

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

IMPORTANT --	NOTICE TO PROPOSER	
To submit your proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope.		
S E A L E D	PROPOSAL NUMBER: RFP E13-154	P R O P O S A L
	SUBJECT: Term Contract for CBJ Material Source Surveying and Mapping	
	DATE OF OPENING AT 2:00 P.M. ALASKA TIME	

Disadvantaged Business Enterprises are encouraged to respond.

REQUEST FOR PROPOSALS

**TERM CONTRACTS
for
CBJ MATERIAL SOURCE SURVEYING AND MAPPING
(C3)RFP E13-154**

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified Consultants to provide surveying and mapping services for current and potential future CBJ material sources. The proposed term contract will be in effect from the date the contract is executed through December 31, 2015, with the option of renewing the contract annually for two additional years (five years total)..

PROPOSAL DOCUMENTS: may be obtained from the Engineering Contracts Office, CBJ Engineering Department, Third Floor, Marine View Center, phone number (907) 586-0490, email contracts@ci.juneau.ak.us, or on our website: http://www.juneau.org/engineering_ftp/contracts/Contracts.php

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 am., Alaska Time on November 15, 2012.** Persons interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS RFP: Jennifer Mannix, Contract Administrator, phone (907) 586-0873, fax (907) 586-4530, or email Jennifer_mannix@ci.juneau.ak.us is the sole point of contact for all issues pertaining to this procurement. No oral interpretations concerning this RFP will be made to any person. ***Requests for an interpretation must be made in writing*** and delivered or sent by fax to the City ***at least 4 days before the submittal date.***

DEADLINE FOR PROPOSALS: 5 COPIES OF SEALED PROPOSALS WILL BE **RECEIVED UNTIL 2:00 P.M., Alaska time on November 27, 2012,** or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. Proposals must be time-stamped by 2:00 p.m. Late proposals will not be accepted and will be returned.

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

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

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

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

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

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

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposal (RFP) defines the scope of the project, explains the procedures for selecting a firm, or firms, 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 material source surveying and mapping services. The CBJ intends to enter into a contract with one surveying consulting firm. The Consultant must have at least one staff member who is a State of Alaska licensed land surveyor.

Services performed under this Contract shall be limited to individual projects not exceeding \$50,000.00 in fees.

1.2 Scope of Services

The CBJ owns and operates several rock quarries and gravel pits in Juneau. Current active rock quarries are located at Stabler Point in Auke Bay and off Fish Creek Road in North Douglas. Two gravel pits currently are active in the Lemon Creek Valley: the CBJ Lemon Creek Gravel Pit and the North Lemon Creek Material Source. Several other material sources may be developed during the term of this contract. Services performed under this term contract may include any of these locations or other CBJ material sources that may be identified in the future.

Services shall also include, but are not limited to periodic resurveys and remapping to document the changes in topography due to mining activities. In the past this has occurred on an annual basis at Stabler Point Quarry, and at less frequent intervals at other locations. Services may also include layout work to assist in development of new material sources, including locating property lines and setting monuments.

Resurvey data shall be combined with existing data (traditional survey data and LIDAR data) to produce updated maps. The maps produced must be available in AutoCAD drawing format, including a TIN layer. The files shall be AutoCAD 2004 or later versions. The files shall be saved in a manner such that a hard copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall be responsible for ensuring that the links to all blocks and external references (if used) function properly when the files are opened. All plot configuration files shall be included to produce an exact replica of the submitted hardcopies.

1.3 Contract Term

CBJ intends to enter into a contract with one surveying consulting firm for a three year term, starting upon execution of the contract and ending on December 31, 2015, with the option of renewing the contract annually, for two additional years. (Five years total)

The City and Borough of Juneau (CBJ) does not guarantee that any projects will be assigned under this contract or any minimum contract value.

The contract will not be exclusive; the CBJ may contract with any other party for similar or related services.

Each project to be performed under the term contract will be executed by a written amendment stating the specific scope of services, specific method of payment, performance period and any other conditions pertinent to the particular project.

1.4 Background

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

1.5 Questions

Questions regarding this proposal will be handled by:

Jennifer Mannix, Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center Building - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801
jennifer_mannix@ci.juneau.ak.us

Telephone: (907) 586-0873
FAX: (907) 586-4530

Office hours are 8:00 am to 4:30 pm local time, Monday through Friday.

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

2.1.1 Examination of the RFP

Proposers should carefully examine the entire RFP and any addenda thereto. 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 Confidentiality

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 proposers. The CBJ will not return proposals to the Proposers. The CBJ reserves the right to reject any or all proposals.

2.2.2 Proposal Submission Process

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 the RFP. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultants 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 Proposer or by an agent only if the agent is an officer or a corporate representative authorized to sign contracts on the Proposer'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 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.

- 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. **Note:** If hourly rates are generically described (i.e. Engineer III or Land Surveyor IV), please include in Resumes which job class/pay range applies to each person.

- 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.
- 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 sheet at the end of this RFP. The items to be considered during the evaluation and the associated point values are numbered 1 through 5.

4.2 Evaluation Process

The proposals will be separated into categories and evaluated by separate committees of CBJ personnel. The intent of the CBJ is to make award based on qualifications presented in the 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. Upon conclusion of successful negotiations and compliance with any pre-award

obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant.

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: www.juneau.org/law. **Note:** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

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

8.0 PROTESTS

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

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT’S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department’s Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor’s Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: *Juneau Proposer preference (7.0) has requirements regarding a firm’s good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.*

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

EVALUATION/RANKING

POINTS AWARDED

Points Possible Score

4.2.1	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 25	_____
	b. Experience of proposed personnel and scale of involvement	0 – 30	_____
4.2.2	Relevant Experience and Past Record of Performance	0 – 30	_____
4.2.3	Proposed Hourly Rates	0 – 10	_____
4.2.4	Quality of Proposal	0 – 5	_____
		Subtotal	_____
The Engineering Contract Administrator will assign points for criterion 4.2.6 below			
4.2.5	Juneau Proposer (according to SECTION 7.0)	0 or 5	_____
	TOTAL POINTS	100	_____
	INDIVIDUAL RANKING		_____



ENGINEERING DEPARTMENT

ATTACHMENT 1

Term Contract for CBJ Material Source Survey and Mapping Contract No. RFP E13-154

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 perform the scope of services described in any specific Project Agreement, which the parties may, from time to time enter into. Any Project Agreement entered into under this agreement is limited to a maximum of \$50,000. Execution of this Contract does not entitle the Consultant to any number of projects or negotiations therefore.

Services under this Term Contract may include the following, upon execution of a Project Agreement and issuance of Notice to Proceed.

The CBJ owns and operates several rock quarries and gravel pits in Juneau. Current active rock quarries are located at Stabler Point in Auke Bay and off Fish Creek Road in North Douglas. Two gravel pits currently are active in the Lemon Creek Valley: the CBJ Lemon Creek Gravel Pit and the North Lemon Creek Material Source. Several other material sources may be developed during the term of this contract. Services performed under this term contract may include any of these locations or other CBJ material sources that may be identified in the future.

Services shall also include, but are not limited to periodic resurveys and remapping to document the changes in topography due to mining activities. In the past this has occurred on an annual basis at Stabler Point Quarry, and at less frequent intervals at other locations. Services may also include layout work to assist in development of new material sources, including locating property lines and setting monuments.

Resurvey data shall be combined with existing data (traditional survey data and LIDAR data) to produce updated maps. The maps produced must be available in AutoCAD drawing format, including a TIN layer. The files shall be AutoCAD 2004 or later versions. The files shall be saved in a manner such that a hard copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall be responsible for ensuring that the links to all blocks and external references (if used) function properly when the files are opened. All plot configuration files shall be included to produce an exact replica of the submitted hardcopies.

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. This Term Contract will be in effect from the date the contract is executed through December 31, 2015, with the option of renewing the contract annually for two additional years (five years total). The services of the Consultant are to commence as soon as practicable after the execution of any Project Agreement issued pursuant to this Contract and shall be completed no later than the time specified in the Project Agreement.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be **Alan Steffert**. 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 _____ [put P.E. or AIA if applicable].

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. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the 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.

APPENDIX A: SCOPE OF SERVICES
Term Contract for CBJ Material Source
Survey and Mapping
Contract No. RFP E13-154

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
Term Contract for CBJ Material Source
Survey and Mapping
Contract No. RFP E13-154

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
Term Contract for CBJ Material Source
Survey and Mapping
Contract No. RFP E13-154

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.