



Engineering Department

REQUEST FOR QUALIFICATIONS

MR E13-156

TERM CONTRACTS for PROFESSIONAL SERVICES

for

**Architectural Services
Civil Engineering Services
Electrical Engineering Services
Environmental Engineering Services
Land Surveying Services
Landscape Architectural Services
Mechanical Engineering Services
Traffic Engineering Services**

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

Revised 11/5/12

REQUEST FOR QUALIFICATIONS (RFQ)

Term Contracts for Professional Services MR 13-156

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting resumes from qualified Consultants to provide the following professional services: Architecture; Civil Engineering; Electrical Engineering; Environmental Engineering; Land Surveying; Landscape Architecture; Mechanical Engineering; and Traffic Engineering. Qualified consultants will be invited to enter into term contracts which will be in effect from the date they are executed and renewable annually, through December 31, 2016, and will cover small projects not to exceed \$50,000.00 each.

QUESTIONS REGARDING THIS RFQ: Jennifer Mannix is the point of contact for all issues pertaining to this procurement. Phone (907) 586-0873, fax (907) 586-4530, or email Jennifer_mannix@ci.juneau.ak.us

DEADLINE FOR QUALIFICATIONS PROPOSALS: This solicitation is ongoing. Interested firms may submit 1 copy of qualifications proposals and all supporting information requested in this document any time following advertisement of this solicitation.

Proposal documents may be submitted in the following ways:

- By email to contracts@ci.juneau.ak.us
- In person or by courier service to:

PHYSICAL LOCATION:

City and Borough of Juneau, Engineering Department
230 South Franklin Street, 3rd Floor
Juneau, AK 99801

- By U.S. Postal Service shall be mailed to:

MAILING ADDRESS:

City and Borough of Juneau, Engineering Department
155 South Seward Street
Juneau, AK 99801

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

1.1 Purpose

The purpose of this document is to solicit qualifications proposals from Consultants to provide the following professional services for small projects: Architecture; Civil Engineering; Electrical Engineering; Environmental Engineering; Land Surveying; Landscape Architecture; Mechanical Engineering; and Traffic Engineering. The initial term of this contract ends on December 31, 2013, and it will automatically renew annually through December 31, 2016, unless either party chooses to terminate the contract.

All firms meeting State of Alaska licensing requirements for professional services being proposed will be invited to enter into a term contract with CBJ.

Small projects, as defined in this document, result in total professional service fees that do not exceed \$50,000 for individual projects. The CBJ desires to hire professionals with local knowledge and expects a fast turn around on producing required services.

1.2 Scope of Services

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

The scope of services for each project agreement will be for the type of work typically done under the specific discipline. Some projects may require overlap between categories. Project agreements may involve services for design, technical studies and analysis, cost estimating, plan and specification review, field inspection, data acquisition, laboratory analysis, and drafting.

The CBJ does not guarantee that any project agreements will be made under these contracts or any minimum contract value. The contract will not be exclusive; the CBJ may contract with any other party for similar or related services.

The Project Agreement selection will be based on beneficial analysis for each project according to Engineering Department policy.

1.3 Consultant Selection Process

For each project under this term contract, consultants will be asked to respond in letter form to an informal email solicitation. Once received, responses will be reviewed by the CBJ Project Manager, and review comments will be forwarded to the Engineering Director for final selection. Final selection will include points assigned, which will include Juneau Proposer preference per 6.0 of this RFP.

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 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

Email: 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 **QUALIFICATIONS PROPOSAL CONTENT REQUIREMENTS**

Proposals shall be in letter form, should not exceed five pages in length (excluding resumes required per 2.3 and copies of licenses required per 2.5), and shall be signed by a representative authorized to bind the firm. Proposals shall contain the following information:

2.1 General Information

- Specify which category or categories of services for which your firm is proposing. A Consultant may propose for multiple categories with one proposal.
- Briefly state your firm's understanding of the proposal requirements and summarize its capability to meet same. Give names of the person(s) who will be authorized to represent your firm, their title(s), along with all contact information for the firm.

2.2 The Firm: Experience, Capacity, & Past Performance

Provide general background information on the firm including specialized experience, capabilities, and unique qualifications to complete small projects efficiently and responsively. If the Consultant has experience with CBJ projects, identify specific knowledge of CBJ process and project conditions, including an understanding of CBJ contracting practices, as well as Juneau's environmental conditions, building codes, and permitting requirements.

It is desirable that the proposal include company names, individual contacts, and telephone numbers of references for at least two small commercial or public projects that were less than \$50,000 total professional services fees, and were required to be completed within short time frames.

2.3 Personnel Qualifications (can be included as appendices to proposal)

Furnish *brief* resumes for key personnel within the firm who will likely provide services under this term contract. The resumes should provide an informative, yet succinct description of recent projects that were completed on time and within budget.

List specialized expertise and training that would be useful to the CBJ in considering specific term contract project assignments.

2.4 Firm's Proposed Rates

The proposal shall contain the firm's rates for personnel and other services. These rates shall be the basis for negotiation of compensation for the initial term contract. The proposed compensation terms shall comply with Appendix B of the Standard Term Contract, attached to this RFR. **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.

2.5 Proof of Licensing *Note: Copies of required licenses do not count toward the five page length restriction for proposals.*

The proposal shall contain the following:

- A copy of the firm's Alaska professional license to offer the proposed professional services, if the proposing firm is a Corporation, Limited Liability Company or Limited Liability Partnership
- A copy of the Alaska Professional Registration certificate(s) for key personnel in the firm, and for each category of service proposed;

Only firms holding all required State of Alaska licenses will be considered for term contracts. Any proposal which fails to include all information listed in Section 2.0 will be considered non-responsive. Proposals will not be considered until all of the above information is submitted.

3.0 TERM CONTRACT AWARD PROCESS

Upon submission of proposals, CBJ staff will review the provided licensing information, confirm that the firm meets all licensing requirements, and verify that all other requested information is included in the proposal. Once a proposal is determined to be complete, the proposing firm will be invited to enter into a term contract for the services proposed.

4.0 INSURANCE REQUIREMENTS

Insurance Requirements are specified in Appendix B of the attached Standard Term Contract.

5.0 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 (6.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

6.0 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.



ENGINEERING DEPARTMENT

**Term Contract for Professional Services
Contract No. MR E13-156**

Discipline(s)

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ whose address is _____, phone _____, 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 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 under this term contract is limited to a maximum of \$50,000. Execution of this Contract does not entitle the Consultant to any number of projects or negotiations therefor.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in the Project Agreement, 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 City.
- (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 initial term of this contract will be in effect from the date it is executed or January 31, 2013, whichever is later, and will automatically renew through December 31, 2016, unless either party elects to terminate the contract.

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. No Project Agreements shall be executed after this contract has expired.

5. COMPENSATION. The City agrees to pay the Consultant as specified in each Project Agreement. The Consultant's current fee schedule is attached and shall be used for all Project Agreements under this contract.

6. REPORTING. The City's representative for this Contract shall be Jennifer Mannix, Contract Administrator or the City Manager. 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 _____. Reliance by the City on representations by any other person shall be at the City's own risk.

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 each Project Agreement for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. 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.

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

11. 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 6.

12. 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 judgement when performing its duties under this contract.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix A, prior to execution of any Project Agreements. The Consultant and its insurance carrier waive subrogation against the City.

21. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, 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 attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement 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. *Revised 12/19/12.*

22. CONSTRUCTION; INTEGRATION. All parties participated in the drafting of this Contract, and 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.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the law 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, the Project Agreement, and any appendices in alphabetical order.

26. RESPONSIVENESS. Consultant will be contacted by the Project Manager to inquire of the Consultant's interest in the project. Consultant agrees to respond in writing to any request for services within two (2) working days after being contacted by the Project Manager. Consultants who fail to respond within this time frame may be considered non-responsive.

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

CITY AND BOROUGH OF JUNEAU

Kimberly A. Kiefer Date
City and Borough Manager

Selected Consultant Date
Title
Email address

Approved as to Content:

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

APPENDIX A: INSURANCE REQUIREMENTS
Term Contract for Professional Services
Contract No. MR E13-156

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 (\$500,000.00) 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. *Note: This coverage limit may be increased or decreased, depending on the specific project proposed. Consultants will be notified of a change in the limit, if any, with the individual project solicitation letter.*

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.

APPENDIX B: COMPENSATION
Term Contract for Professional Services
Contract No. MR E13-156

Hourly Rates

Hourly rates shall remain the same for the life of this contract, 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.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice 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).

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.