File No. 1818

CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Engineering Department

REQUEST FOR PROPOSALS

(C3) RFP E14-080

DESIGN SERVICES for
TANNER TERRACE SUBDIVISION
PAVING AND DRAINAGE IMPROVEMENTS

Issued by: _____ **Date:** **August 1, 2013**
Jennifer Mannix, Contract Administrator

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide design services for the Tanner Terrace Subdivision Paving and Drainage Improvements project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on August 21, 2013.** 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, jennifer_mannix@ci.juneau.ak.us 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 August 29, 2013, 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.

IMPORTANTNOTICE 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**

RFP NUMBER:
E14=080

SUBJECT:
Design Services for Tanner Terrace Subdivision Paving and Drainage Improvements

DATE OF OPENING AT 2:00 P.M. ALASKA TIME

SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

2.0 RULES GOVERNING COMPETION

3.0 PROPOSAL CONTENT REQUIREMENTS

4.0 EVALUATION OF PROPOSALS

5.0 SELECTION AND AWARD PROCESS

6.0 INSURANCE REQUIREMENTS

7.0 JUNEAU PROPOSER POINTS

8.0 PROTESTS

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

EVALUATION RANKING SHEET

ATTACHMENT 1 – STANDARD CONTRACT

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 Tanners Terrace Subdivision LID 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 project consists of improving the drainage and roadway infrastructure within Tanner Terrace Subdivision near Auke Bay (Bayview and Seaview Avenues and Cross Street). The project will include storm drainage improvements, construction of roadway structural section to CBJ standards, asphalt paving, may include curb gutter and sidewalk, replacement or repairs of the water and sewer system within the public right of way, evaluate street lighting for possible inclusion into the project, and other necessary work to successfully complete the project.

This project represents an owner initiated Local Improvement District (LID), where accurate preliminary plans and construction estimates have to be developed to allow the neighborhood to vote as to whether they will accept the LID costs associated with the project prior to moving the project forward. Upon approval from the neighborhood, followed by Assembly approval of the formation of the LID, the full design effort can commence.

The Consultant shall provide all necessary services, i.e., engineering, scoping, surveying and design services, constructability review, LID and bid period assistance, and other services as necessary to complete bid ready bid documents for this project.

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

The site of the work is Tanner Terrace Subdivision 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 17" 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 2008 or 2010 and Word 2010. 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

The desired schedule for this project is as follows:

- Preliminary plans and construction estimate; shall be completed by October 1, 2013.
- LID formation shall be completed by December 30, 2013.
- Advertise for construction by February 4, 2014.

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 3rf Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

1.5 Questions

Questions regarding this proposal should be directed to:

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

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

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

1.6 Standard Contract Language

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

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the

official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

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

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than nine (9) pages in length. The proposal shall be signed by a person authorized to bind the proposing firm. 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.

- General Information: State which project the proposal is for, including RFP name and number. Introduce your firm and provide the following information:
  - Firm's name and address
  - The name(s) of person(s) who will be authorized to represent your firm, their title(s), and phone number/email address.
  - State whether the firm is a Juneau Proposer.

- Acknowledge receipt of all addenda.

- o 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.

- o 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.

- o 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.

- o Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, and contact information for references for these projects.

- o Firm's Hourly Rates: Evaluation will include the hourly rates of pay for personnel to be used on this project. Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.

- o Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.

- o 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.

- o Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

- o Juneau Proposer according to SECTION 7.0.

- o 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.

- o 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 the 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 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. 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. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

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 proposal. 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	Proposed Method to Accomplish the Project	0 - 25	
4.2.2	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 20	
	b. Experience of proposed personnel and scale of involvement	0 – 20	
4.2.3	Relevant Experience and Past Record of Performance	0 – 20	
4.2.4	Proposed Hourly Rates	0 – 5	
4.2.5	Quality of Proposal	0 – 5	
		Subtotal	
The Engineering Contract Administrator will assign points for criterion 4.2.6 below			
4.2.6	Juneau Proposer (according to SECTION 7.0)	0 or 5	
	TOTAL POINTS	**100**	
	INDIVIDUAL RANKING		

ENGINEERING DEPARTMENT

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT
Design Services for
Tanner Terrace Subdivision
Paving and Drainage Improvements
Contract No. RFP E14-080

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.

STANDARD CONTRACT

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 _____. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

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

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such

interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

STANDARD CONTRACT

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City, except Workers Compensation and Professional Liability.

22. 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 negligent 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.

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

_____

Kimberly A. Kiefer Date
City and Borough Manager

Company name

_____

Name Date
Rank [i.e. President]
email

Approved as to form:

_____

Jennifer Mannix Date
Contract Administrator

CIP Coding: 402900101-XXXXXXXX

STANDARD CONTRACT

APPENDIX A: SCOPE OF SERVICES
Design Services for
Tanners Terrace Subdivision
Paving and Drainage Improvements
Contract No. RFP E14-080

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
Tanners Terrace Subdivision
Paving and Drainage Improvements
Contract No. RFP E14-080

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of $_____for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of $___ for satisfactory performance of _____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be $

STANDARD CONTRACT

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of $500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of $25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- Per diem meal allowance shall be: $50.00 ($10.00 for breakfast, $15.00 for lunch and $25.00 for dinner).
- The Consultant shall stay at the hotel with a daily rate not to exceed $125.00.
- Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

STANDARD CONTRACT

APPENDIX C: INSURANCE REQUIREMENTS
Design Services for
Tanners Terrace Subdivision
Paving and Drainage Improvements
Contract No. RFP E14-080

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:

STANDARD CONTRACT

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars ($1,000,000.00) per occurrence, and two million dollars ($2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars ($1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars ($100,000.00) per injury, and five hundred thousand dollars ($500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar ($1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.