



REQUEST FOR PROPOSALS

RFP DH14-001

CONTRACT ADMINISTRATION and INSPECTION SERVICES for PORT OF JUNEAU CRUISE SHIP BERTHS

Issued by: *Carl Uchytel*
Carl Uchytel, Port Director

Date: September 20, 2013

**Contract Administration & Inspection Services
Port of Juneau Cruise Ship Berths**

RFP DH14-001

SCOPE OF SERVICES: City and Borough of Juneau (CBJ) Docks and Harbors requests proposals from qualified consultants to provide contract administration and inspection services for the Port of Juneau Cruise Ship Berths project (Contract No. DH12-001).

DOCUMENTS: A copy of this Request for Proposals (RFP) is available from the CBJ Engineering Department by calling (907) 586-0490 or download for free at the CBJ Engineering Department webpage at: www.juneau.org/engineering.

QUESTIONS REGARDING THIS RFP: Gary Gillette, Port Engineer, is the sole point of contact for all issues pertaining to this procurement (phone 907-586-0398, fax 907-586-0295, gary_gillette@ci.juneau.ak.us).

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in large conference room of the Downtown Public Library, 292 Marine Way in Juneau, at **10:00 a.m., Alaska time on October 8, 2013.** Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at 907-586-0292, or email teena_scovill@ci.juneau.ak.us by 4:30 p.m., on October 7, 2013.

DEADLINE FOR PROPOSALS: Seven (7) copies of the proposal, in a ***sealed envelope***, must be received by the Port Director prior to **2:00 p.m. Alaska Time on October 29, 2013**, or such later time as the Port Director may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Port Director's Office, 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
Docks and Harbors, Port Director's Office
76 Egan Drive, Second Floor
Juneau, AK 99801

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

MAILING ADDRESS:

City and Borough of Juneau
Docks and Harbors, Port Director's Office
155 South Seward Street
Juneau, AK 99801

The Port Director's Office phone number is 907-586-0292, and fax number 907-586-0295.

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

IMPORTANT NOTICE TO PROPOSER
To submit your proposal: <ol style="list-style-type: none">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
<div>RFP NUMBER: <u>RFP DH14-001</u></div> <div>SUBJECT: <u>Contract Administration & Inspection Services</u> <u>for Port of Juneau Cruise Ship Berths</u></div> <div>DATE OF SUBMITTAL AT 2:00 P.M. ALASKA TIME <hr/></div>
SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP. The Consultant selected with this RFP will generally take on the role of ENGINEER as identified in the contract documents. The Engineer of Record will review and approve shop drawings and submittals. The Engineer of Record for the Port of Juneau Cruise Ship Berths project is PND Engineers, Inc.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide contract administration and inspection services for the Port of Juneau Cruise Ship Berths project being constructed under Contract No. DH12-001.

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

1.2 Project Description

The project is to construct two new floating cruise ship berths. Construction work of the project would include fabrication and installation of two concrete floating pontoons; fabrication and installation of steel piling, framework, gangways, approach bridges; installation of wooden decking for approach bridges; installation of wastewater pumping and testing equipment and piping; installing electrical conduit and wiring for lighting, power capstans, and other power needs; installation of potable water and waste water systems; installation of fire suppression system; and associated work to provide a complete floating berth system to accommodate two cruise ships.

1.3 Scope of Services

The Consultant shall provide contract administration and inspection services for the Port of Juneau Cruise Ship Berths project. The Consultant shall ensure that the contractor constructs the work in accordance with the Drawings and Specifications for the Port of Juneau Cruise Ship Berths Contract No. DH12-001. Specific tasks required of the Consultant are discussed in the sections below as well as in the contract documents for the project (Contract Documents available on-line at <http://www.juneau.org/engineering ftp/contracts/Contracts.php>).

Review and approval of shop drawings, design/build submittals, and other design related matters decisions shall be reviewed and approved by the Engineer of Record.

1.3.1 General Contract Administration and Inspection Requirements

The Consultant shall provide contract administration and all necessary inspection to certify that the Contractor constructs the work in accordance with the authorized Drawings and Specifications. The Consultant will assume the duties and responsibilities of the "ENGINEER" and the "Inspector" as defined in the construction documents.

The CBJ will provide the Consultant with up to five (5) copies of the contract drawings (11 x 17) and specifications (8 ½ x 11) and a CD of all contract documents in pdf file format. The Consultant is responsible for making any other needed copies at its own expense.

The Consultant will be the sole official CBJ contact with the Contractor.

The primary duties of the Consultant are:

- Inspect and administer the construction contract
- Ensure project is built as designed
- Keep project cost control
- Keep project schedule control
- Provide accurate and complete as-built drawings

In addition to the actions listed below, the Consultant will take any and all actions necessary to successfully carry out the above primary duties.

1.3.2 Pre-Construction Conference

In cooperation with the CBJ, the Consultant will make notifications for the Pre-Construction Conference; provide an agenda for the meeting; and take notes, prepare, and distribute minutes of the meeting. The Consultant will chair the Pre-Construction Conference.

1.3.3 Contract Administration

- A. The Consultant shall respond promptly to any requests from the CBJ Project Manager to attend a project-related meeting for resolving problems, for providing information, or to testify before the CBJ Docks and Harbors Board or other pertinent meetings. The Consultant shall arrange, attend, provide an agenda, and prepare minutes for weekly status meetings and shall prepare a chart showing project status relative to the Contractor's construction schedule for each meeting. The frequency of the meetings may be reduced if the Contractor, Consultant and Project Manager agree.
- B. The Consultant shall prepare all correspondence and maintain all records necessary to effectively administer the construction project. All project related correspondence shall be furnished to the CBJ Project Manager in a timely manner. This includes Contractor correspondence, change order documents, pay requests, directives, progress reports, daily inspection reports, pay requests and all other correspondence. The Consultant shall create and keep project files that would become the project archive record.
- C. The Consultant shall preview all shop drawings and submittals to assure the Contractor has reviewed them and that they include all information required for submittal. The Consultant shall maintain a log of submittals received, with dates of receipt, review, and return to Engineer of Record and Contractor. The log shall indicated acceptance, acceptance with notations, or rejection

status. The Consultant shall distribute shop drawings and submittals to the Engineer of Record, Contractor, and Owner as appropriate.

- D. The Consultant shall communicate and coordinate with the Engineer of Record regarding shop drawing and submittal reviews, design clarifications, Contractor proposed design changes, and all other matters pertaining to the design by the Engineer of Record.

1.3.4 Inspection Services

- A. Inspection services shall be provided for on-site work activities and for off-site fabrication of project components as directed by CBJ's Project Manager.
- B. Sufficient inspectors shall be provided by the Consultant to assure all work is properly inspected. Should the Contractor work multiple shifts, the Consultant shall provide additional inspectors as needed to properly inspect the work. The duties, responsibilities and limitations of authority of the inspectors are described in Section 00700 – General Conditions, Article 9.3 of construction Contract No.DH12-001, Port of Juneau Cruise Ship Berths. No change in inspection personnel will be allowed without the CBJ Project Manager's written approval.
- C. The Consultant shall work closely with the Contractor to schedule times and dates when work is occurring. The Consultant will provide adequate inspection for all critical fabrication and construction activities.

Examples of critical fabrication activities include, but are not limited to: pontoon construction; bridge fabrication; catwalk fabrication; pile splicing; pile cap fabrication; and other steel fabrication.

Examples of critical construction activities include, but are not limited to: pile probing; pile driving; pile socketing and anchoring; potable water system; wastewater system; fire suppression system; power and lighting service; excavation, installation, bedding, and backfilling (and compaction) of sewer mains, water mains, storm drains, sewer laterals, water services, manholes, catch basins, vaults, lift stations and associated appurtenances; work adjacent to structural foundations, and public and private utilities; placement and compaction of sub-base and base course; paving; placement and finishing of concrete; clearing and grubbing; installation of temporary water services; progress inspections.

- D. Project inspection shall be accomplished with a primary Inspector for purposes of continuity during the project. Leave time scheduled for Inspectors shall be reviewed and approved in writing by the CBJ Project Manager. Substitute Inspector shall have the same or similar level of expertise and experience as the primary Inspector. Inspection personnel shall be as proposed in the response to the RFP.

- E. Special inspection personnel shall be appropriately trained and certified, as required, to perform the relevant inspections including, but not limited to welding; compaction; water lines; fire suppression lines; electrical components; and other required tests.
- F. The Consultant's on-site inspector shall maintain a daily diary of the events occurring. All diaries must be retained by the Consultant until completion of the project, unless required earlier by the City for resolution of a problem. The Consultant's on-site inspector shall also prepare a daily report summarizing the day's activities. The format of the daily reports shall be discussed with and approved by the CBJ Project Manager prior to the pre-construction conference. Information contained in the daily report will include, but not be limited to:
- The weather
 - The number, type and estimated hourly active and standby use of equipment on the project
 - The personnel and respective trades (including all subcontractors) onsite, including hours worked
 - Work in progress, and specific location of work
 - Conflicts and crossing with other utilities, including phone, power, catv, (location and depth)
 - Utility personnel on-site, and hours worked; (CBJ and/or private utility companies)
 - Visitors on-site
 - Subcontractors working on site
 - Inspectors on-site
 - Problems encountered by the Contractor
 - Problems encountered by the inspector
 - Inspector's on-site hours
 - Pay item quantities installed each day and approximate location
 - List of extra work items
 - Material testing reports

One copy of the daily report shall be furnished to the CBJ on a daily basis by email or fax.

- G. The Consultant's on-site Inspector shall have a working cellular phone within personal reach at all times during the project's construction. The number will be available to the public.
- H. The Consultant shall provide all necessary supporting activities for inspection. This includes such items as bonuses to employees, transportation, overtime, secretarial support, per diem, final assembly of records for audit by those providing funding, etc.

1.3.5 Materials Testing

- A. Materials testing may be required for on-site activities and off-site fabrication. The Consultant shall see that all necessary testing is completed properly and in a timely manner, and that any unsatisfactory materials or work are replaced or corrected. The frequency of materials testing shall be in accordance with the CBJ "Materials Sampling and Testing Frequency Guide." Any modifications to the CBJ guide shall be discussed with and approved by the CBJ Project Manager prior to testing. The testing may be done by the Consultant's own forces, or by utilizing a commercial materials testing firm employed by the Consultant. The project Inspector shall obtain samples as required for testing. All materials shall be sampled, tested and approved prior to final acceptance. Compaction of native material, trench backfill, subbase, base, and asphalt concrete shall be documented by an approved testing method. If the imported sub-base is more than 12-inches in depth, the material shall be tested at depths not exceeding 12 inches. Minimum field tests for concrete include, but are not limited to, air, slump, and 28-day cylinder breaks.

Materials for fabrication of concrete floats, steel piling, gangways, catwalks, etc. may also require testing as determined by the CBJ Project Manager.

- B. A copy of all test reports and results shall be submitted to the CBJ Project Manager by fax or email when they are received by the Consultant. Additionally, Consultant shall submit a summary of test reports, results and calculations in the form of a spreadsheet or database at the end of each month, unless requested earlier by the CBJ Project Manager.
- C. Notification of test results not meeting the standards shall be submitted to CBJ immediately, and careful consideration made as to stopping work until further testing (off site, i.e., at the plant, at the material stockpile, etc.) shows that the material is within specification. The Consultant shall work with the CBJ Project Manager to determine the appropriate course of action.

1.3.6 Quality Control

The Consultant will pre-review all submittals and shop drawings to assure the information has been provided by the contractor to show conformance with the Drawings, Specifications, and design intent. All design related submittals and shop drawings will be routed to the Engineer of Record for review and approval.

Any work performed which deviates from the Drawings and Specifications shall be brought to the Contractor's attention at once. If corrections are not immediately made, the Inspector shall deliver a written "deficiency notice" to the Contractor along with the notification that uncorrected work will not be accepted by the CBJ. A copy of the Notice of Deficiency will be immediately sent to the CBJ Project Manager.

The Consultant is responsible for certifying that each item or section of the work was completed in accordance with the Drawings and Specifications prior to such item or section being covered by other work. By signing each pay request, the Consultant will

certify to the CBJ Project Manager that each included item or section of the work was completed in accordance with the Drawings and Specifications.

Any work beyond or deviating from that covered by the Drawings and Specifications must be authorized by a properly executed Change Order. Change Orders are to be submitted only for:

- ♦ Changed conditions of site
- ♦ Design errors and/or omissions
- ♦ City directive
- ♦ Contractor's request: ONLY when clear benefit to the City results, usually cost reduction

All Change Order work must be approved by the CBJ in writing before the Change Order work begins. If there is not sufficient time to obtain a signed Change Order before the work must be accomplished, a Field Order shall be used with the CBJ approval. Any additional work authorized by the Consultant without following the proper Change Order or Field Order procedures may result in the cost of work being charged to the Consultant.

The Consultant is responsible for all administration and inspection required to expedite and execute necessary Change Order work, including, but not limited to, correspondence, Contractor fee negotiations, documentation of Contractor's time and materials reports, Change Order forms, and support of need for the change.

1.3.7 Project Cost Control

The Consultant shall prepare all necessary documents to support periodic pay estimates for the work accomplished by the Contractor. All payments to the Contractor will be made by the CBJ. The Contractor shall not be paid in full for any item that is not complete, accepted, and available for its intended use. Two weeks prior to submission of a Contractor's request for a progress payment, and if the services is requested by the CBJ Project Manager, the Consultant shall provide to the CBJ a reasonably accurate draft of the progress payment estimate which will be needed to cover the Contractor's progress payment.

1.3.8 Project Schedule Control

The Consultant will see that the Contractor submits a construction schedule and plan of operations as required in Section 01010 – Summary of Work of the Contract Documents and meets those schedules, or revises them as necessary to stay within completion dates, and will notify the CBJ and Contractor of significant schedule changes and foreseeable problems in meeting the completion date.

1.3.9 As-Built Drawings

The Consultant will obtain field as-built measurements. The Consultant will provide up-to-date as-built drawings as the project progresses. The final as-built drawings shall be submitted on external hard drive in AutoCAD 2008 format and one signed set in pdf format, one signed set of full size reproducible Mylar.

- ♦ As-Built drawings shall record changes in the design and design documents as result of change orders, field directives, clarifications, etc., and shall reflect the actual build condition as completed.
- ♦ As-Built drawings shall include: At a minimum the following sheets: cover sheet, legend, abbreviations, general notes, typical sections, details, and plan sheets;
- ♦ Accurate mapping of utility mains and service locations;
- ♦ Accurate swing ties for water, sewer, and storm drainage are to include a minimum of two (2) swing ties to service connections, stubs, saddles, corp. stops, sewer and storm drain wyes, utility conflicts, water valves, bends, connections to differing materials, and other items as encountered;
- ♦ Sewer service wyes may be measured along the sewer line run and clearly shown as a distance from the downstream manhole;
- ♦ Swing ties shall be measured from permanent prominent objects, fire hydrants, building corners, etc. Property corner monuments, fences, and trees shall not be used;
- ♦ Swing ties shall not exceed 100' except in extreme cases as approved by the City in advance;
- ♦ Drawings shall be produced in a clear legible format with small scale (zoomed in) views as necessary for illustrating areas of high detail. Drawings shall include all utilities on a single sheet;
- ♦ Drawings shall be layered with swing ties for each utility on its own layer (i.e., water swing tie layer, sewer swing tie layer, storm swing tie layer, conflict swing tie layer, etc.)

All original records shall be furnished to the CBJ Project Manager within 60 days of construction completion. The Consultant shall submit approved final as-built drawings to the CBJ Project Manager before submitting a request for final payment under this Contract.

1.4 Schedule of Work

The Consultant's contract performance period will depend on the Contractor's schedule, which will depend on the time allowed in the construction contract to accomplish the work. This time can be changed by a formal Change Order. The Contractor may elect to accelerate the work, thus shortening the performance period.

It is the intent of the CBJ Docks and Harbors to award a construction contract in November 2013 to allow time for fabrication and procurement of components of the project. This approach would require the Consultant to be available beginning on or about November 2013 for shop drawing and submittal reviews, fabrication inspections, and materials inventory.

The schedule is to begin construction of the South Berth on September 22, 2014 with completion on May 1, 2015. Construction would not occur during the normal cruise ship season from approximately May 1, 2015 through September 20, 2015. During this period there may be fabrication inspection, submittal review, or other tasks necessary to prepare for the construction of the North Berth. The North Berth construction would

begin on September 21, 2015 with substantial completion on May 1, 2016. Final completion would occur by May 31, 2016.

The Consultant's contract performance period will extend beyond the completion date of the construction contract, since the Consultant's duties include preparation of the final Change Order and submitting the final pay estimate and as-builts, as well as organizing all project documentation and delivering same to the CBJ.

All services shall be completed by (6 months after completion date of construction contract or date set by project manager).

1.5 Background

The site of the project is seaward of the existing Steamship Wharf and Cruise Ship Terminal facilities in Juneau, Alaska. Two approach bridges will connect the new berths to the existing dock facilities.

Juneau is Alaska's Capital City. The CBJ municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Port Director's Office is located on the Second Floor of the Seadrome Building at 76 Egan Drive in Juneau, Alaska.

Copies of the construction bid documents are available from the CBJ Contracts Office or online at: <http://www.juneau.org/engineeringftp/contracts/Contracts.php>. Click on Bid Results link and find project.

1.6 Facilities During Construction

Consultant shall provide its own office and work place facilities during construction either at an off-site location or at a temporary location on city owned uplands adjacent to the project site. If an uplands location is desired by the Consultant, arrangements shall be made with the CBJ Project Manager. Costs for utilities, mobilization, and de-mobilization shall be borne by the Consultant.

CBJ Docks and Harbors will provide a conference room in the Port/Customs Building at 571 South Franklin Street for the purposes of weekly progress meeting and other related meetings specific to the project.

1.7 Questions

Questions regarding this proposal should be directed to:

Gary Gillette, Port Engineer
City and Borough of Juneau
Docks and Harbors - Port of Juneau
Seadrome Building – 2nd Floor
76 Egan Drive
Juneau, Alaska 99801

email: gary_gillette@ci.juneau.ak.us
Telephone: (907) 586-0398
Fax: (907) 586-0295

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

Mailing address for written questions and clarifications should be addressed to:

Gary Gillette, Port Engineer
City and Borough of Juneau
Docks and Harbors - Port of Juneau
155 South Seward Street
Juneau, Alaska 99801

1.8 Standard Contract Language

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

1.9 Contract Terms

It is anticipated that this RFP would result in a contract for professional services. Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

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. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

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 CBJ Docks and Harbors 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 Docks and Harbors 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 Port Director, 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

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 Title Page

Show the RFP subject, the name of the firm, address, telephone numbers, and name of contact person and date of submission.

3.2 Table of Contents

Clearly identify the materials by section and page number.

3.3 Letter of Transmittal

Limit to one (1) or two (2) printed pages.

3.3.1 Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).

3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

- 3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 Scope of Services And Work Plan

- 3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.
- 3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant's team anticipates delays or problems with the design schedule, describe these issues in detail.
- 3.4.3 Discuss the incorporation of this project into the firm's current workload and the ability of the Consultant's team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of the project. How much priority can/will this project be given?

3.5 History and Experience

- 3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to that subject of this RFP.
- 3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.
- 3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.
- 3.5.4 Provide information that demonstrates the ability of the firm to deliver design services that result in project construction within established budget and on schedule.

3.6 Proposer's Organization and Personnel Qualifications

- 3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.
- 3.6.2 Specify the project manager and other key personnel who will be directly providing services for the CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. The names, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

- 3.6.3 Describe quality control and quality assurance measures that the firm would use in the development of design documents for this project.

3.7 Firm's Fee Schedule

- 3.7.1 Include a fee schedule of hourly rates of pay for the project manager and other key personnel who will be directly providing services on this project and the proposed tasks for the Scope of Services. For clarity the fee schedules shall identify the key personnel proposed for the project, their role and their pay rate. 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. Hourly rates shall remain in effect for the life of the contract with no increase unless agreed to by CBJ.

3.8 Licenses

- 3.8.1 Professional registration (Engineer/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), as well as the professional stamping the work, must be in responsible charge of this project.

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 business, corporate, professional occupational, and any other necessary licenses/certificates are currently held. License/certificate numbers must be provided.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the PROPOSAL EVALUATION/RANKING FORM, 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 are explained below at Section 4.3 Evaluation Data. The associated point values are shown on the PROPOSAL EVALUATION/RANKING FORM.

4.2 Evaluation Process

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a “short list” of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written proposal and will determine the outcome of the RFP process. The intent of the CBJ is to make award based on written proposals. All costs associated with attendance of the interviews, if held, will be the responsibility of the Proposer.

4.3 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.3.1 Proposed Method to Accomplish the Project

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.

4.3.2 Capacity of Firm

Evaluation will be made on the Proposer’s ability to perform the desired services within the established schedule.

4.3.3 Past Record of Performance

Evaluation of the Proposer’s experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.

4.3.4 Firm’s Experience with Similar Projects

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.

4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project.

- a. Schedule of availability of personnel.
- b. Scale of involvement is appropriate to the project.

4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.

Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.3.7 Firm's Hourly Rates

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

4.3.8 Quality of the Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted.

- a. Is proposal clear and concise?
- b. Is proposal responsive to the needs of the project?

4.3.9 Juneau Proposer according to SECTION 7.0

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

5.0 SELECTION AND AWARD PROCESS

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form located at the end of this RFP. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each member are then forwarded to the Port Director. These rankings are checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful Proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After the protest period, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final proposal and fee is accepted by the CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

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 Docks and Harbors with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Docks and Harbors or Purchasing Division.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director’s Office and expires at the close of business on the next day.

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.

PROPOSAL EVALUATION / RANKING FORM

PROPOSER: _____

SCORED BY: _____ DATE: _____

POINTS AWARDED

	<u>Points Possible</u>	<u>Score</u>
4.3.1. Proposed Method to Accomplish the Project	0 – 20	_____
4.3.2. Capacity of Firm	0 – 20	_____
4.3.3. Past Record of Performance		
a. Monitors and maintains project schedules.	0 – 10	_____
b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	_____
d. Delivers high quality services within established budgets.	0 – 10	_____
4.3.4. Firm's Experience with Similar Projects	0 – 20	_____
4.3.5. Firm's Representation		
a. Schedule of availability of personnel.	0 – 20	_____
b. Scale of involvement is appropriate to the project.	0 – 20	_____
4.3.6. Proposer's Organization and Personnel Qualifications	0 – 20	_____
4.3.7. Firm's Hourly Rates	0 – 10	_____
4.3.8. Quality of Proposal		
a. Is proposal clear and concise?	0 – 10	_____
b. Is proposal responsive to the needs of the projects?	0 – 10	_____
	Subtotal	_____
The Port Director will assign points for criterion 4.3.9. below.		
4.3.9. Juneau Proposer (according to SECTION 7.0).	0 or 10	_____
TOTAL POINTS	200	_____
INDIVIDUAL RANKING		_____

ATTACHMENT 1 – STANDARD CONTRACT SAMPLE



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

PROFESSIONAL SERVICES CONTRACT For PROJECT NAME Contract No. RFP Project Number

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and Name ("Consultant"), whose address is Address, phone is Phone, and fax is Fax.

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 Port Director.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be the Port Engineer, Gary Gillette. 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 Name, Title.

6. COMPENSATION. The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to Appendix B and hereby incorporated into this contract by reference.

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 amounts 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 immediately inform the Port Director.

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 Port Director.

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 Port Director 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 Port Director.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract that 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 Port Director.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables that 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 AGREEMENT. Consultant shall indemnify, defend, and hold harmless City from and against any claim of, or liability for, negligent acts, errors, and omissions of Consultant under this contract, including the award of attorneys' fees. Consultant is not required to indemnify, defend, or hold harmless City for a claim of, or liability for, the independent negligent acts, errors, and omissions of

City. If there is a claim of, or liability for, a joint negligent act, error, or omission of Consultant and City, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this section, "independent negligent acts, errors, and omissions" means negligence other than in City's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work. City shall notify Consultant in a timely manner of the need for indemnification, defense, and hold harmless under this section, but such notice is not a condition precedent to Consultant's obligations and may be waived where Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

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

CITY AND BOROUGH OF JUNEAU

Carl J Uchytel, P.E. Date
Port Director

Consultant Name

Representative Name	Date
Title	

APPENDIX A: SCOPE OF SERVICES

Project Name
Contract No. Project Number

SCOPE OF SERVICES: The Scope of Services for this contract shall be (insert scope).

PERSONNEL: The Consultant's primary personnel for this work will be Name. Other qualified staff will be assigned to the project as required.

SCHEDULE: The planning, design, contract documents, and cost estimates pertaining to this contract shall be completed by Date unless modified by written mutual agreement under the terms of this contract. Other work shall be performed to coincide with the bidding process to be determined.

EXPIRATION DATE: This contract expires on Date unless an amendment changing this date is fully executed prior Date.

SAMPLE CONTRACT

APPENDIX B: COMPENSATION

Project Name
Contract No. Project Number

Amount of Payment

Lump Sum Consultant shall be compensated a lump sum amount of Amount for satisfactory performance of services described in this contract and in accordance with the Consultant's Fee Proposal dated Date (copy attached).

Time and Materials Consultant shall be compensated based on time and materials in an amount not to exceed Amount for satisfactory performance of services described in this contract and in accordance with the Consultant's Fee Proposal dated Date (copy attached).

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.

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 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 change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work, unless agreed to pursuant the above section.

Compensation for sub-consultants shall be equal to the amounts actually paid to sub-consultants hereunder. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the 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 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 City 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 whenever possible. 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, unless unavailable.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- ◆ 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

Project Name
Contract No. Project Number

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) per claim to protect the Consultant from any claims or damages for any negligent act, error or omission 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.