



Engineering Department

REQUEST FOR PROPOSALS

(C3)RFP E15-142

ELECTRICAL TERM CONTRACT for JUNEAU INTERNATIONAL AIRPORT RUNWAY LIGHTING MAINTENANCE AND REPAIRS

Issued By: Greg Smith Date: 10/16/14
Greg Smith, Contract Administrator

Electrical Term Contract for Juneau International Airport (JNU)
Runway Lighting Maintenance and Repairs
(C3)RFP E15-142

SCOPE OF WORK: The purpose of this document is to solicit proposals from qualified contractors to provide electrical contracting services for specialized electrical repair, maintenance, and troubleshooting of the Liberty Airport Systems Airport Lighting Control and Monitoring System (ALCMS) at Juneau International Airport. The proposed term contract will cover small projects not-to-exceed \$50,000 each.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the Juneau Room, 2nd Floor, Juneau International Airport, 1813 Shell Simmons Dr., at **10:00 a.m., Alaska time on October 29, 2014.** Persons interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS (RFP): Greg Smith, Contract Administrator, phone (907) 586-0873, fax (907) 586-4530, email Greg.Smith@juneau.org is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: 5 copies of sealed proposals, along with one copy of pricing information sealed separately, will be **received until 2:00 p.m., Alaska time on November 6, 2014,** or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. Proposals must be time-stamped by 2:00 p.m. Late proposals will not be accepted and will be returned, unopened.

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

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

PHYSICAL LOCATION:

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

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

MAILING ADDRESS:

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

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

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

IMPORTANT --		NOTICE TO PROPOSER	
To submit your proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope.			
S E A L E D	PROPOSAL NUMBER: RFP E15-142		P R O P O S A L
	SUBJECT: Electrical Term Contract for JNU Runway Lighting Maintenance and Repairs		
	DATE OF OPENING AT 2:00 P.M. ALASKA TIME: <hr/>		

Disadvantaged Business Enterprises are encouraged to respond.

TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION**
- 2.0 RULES GOVERNING COMPETITION**
- 3.0 PROPOSAL CONTENT REQUIREMENTS**
- 4.0 EVALUATION OF PROPOSALS**
- 5.0 SELECTION AND AWARD PROCESS**
- 6.0 INSURANCE REQUIREMENTS**
- 7.0 JUNEAU PROPOSER**
- 8.0 PROTESTS**
- 9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX**
- EVALUATION/RANKING SHEET**
- ATTACHMENT 1 – STANDARD TERM CONTRACT**

1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (C3 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 contractors to provide electrical contracting services for specialized electrical repair, maintenance, and troubleshooting of the Liberty Airport Systems Airport Lighting Control and Monitoring System (ALCMS) at Juneau International Airport. One contractor will be selected for this term contract. Term contracts are established in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair of CBJ facilities.

The cost of each individual project performed under this term contracts shall be greater than \$2,000 and may not exceed \$50,000.

1.2 Scope of Work

General Information

The price estimate supplied by the Contractor for a specific contract must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. If a project task is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. A project agreement will be signed by the Contractor and the CBJ Project Manager. Each project will stand alone and must be authorized in the form of a written Notice to Proceed by a representative of the CBJ.

The primary purpose of this contract is to perform work that requires an immediate response (response time under 30 minutes). Work may also be required outside of the CBJ's regular business hours (Monday – Friday, 8:00a.m. – 4:30p.m.), including weekends and CBJ holidays.

Contractor shall perform specialized electrical repair, maintenance, and troubleshooting of the ALCMS at Juneau International Airport (JNU)

The work under this term contract includes:

- Electrical repair, maintenance, and troubleshooting of the ALCMS, on a call-out basis. Call-outs will often require immediate, after-hours response (response time under 30 minutes).

Subcontractors

Subcontracting will be accepted only with written authorization from the CBJ Contract's Office. If a Subcontractor is accepted, the following requirements shall apply.

- Department of Labor (DOL) requirements as indicated in Section 1.8
- Required insurance as indicated in section 6.0
- A Subcontract Report shall be submitted from the Contractor

- Verification by the Contractor that the Subcontractor is current in all taxes owed to the CBJ.

1.3 Minimum Qualifications

In order to qualify for this term contract, Contractor must have a staff person with two years of training and experience in the repair, maintenance, and troubleshooting of ALCMS

Proposing firm must also have at least one employee who has held a State of Alaska Electrical Administrator License, in the category of Unlimited Commercial Wiring, for a minimum of five years. Desirable qualifications are employee(s) who hold a State of Alaska Electrical Administrator License in one or more of the following categories: Controls and Control Wiring, Inside Communications, Outside Communications, Unlimited Line Work Outside.

1.4 Contract Period

Contract Term: The initial term of this contract will be in effect from the date it is executed through December 31, 2015 and will automatically renew for two additional one-year terms, through December 31, 2017, unless either party elects to terminate the contract.

1.5 Background

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

1.6 Questions

Questions regarding this proposal will be handled by:

Greg Smith
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801

Email: Greg.Smith@juneau.org
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.

1.7 Sample Term Contract

Term contract clauses, hourly rates/mark-up percentages and insurance requirements are shown in Attachment 1 – Sample Term Contract.

1.8 Alaska Statute 36 (Little Davis-Bacon) Requirements

The following will apply if work exceeds \$25,000 and employees or subcontractors are hired to perform the work.

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Jennifer Mannix at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of all Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate **"Start"** on your first payroll, and **"Final"** on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

Contact Information:

Wage and Hour Section
State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division and
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842
<http://labor.state.ak.us/lss/home.htm>

Greg Smith, Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873
Greg.Smith@juneau.org

If you need additional information, contact the State of Alaska, Department of Labor at 465-4842.

1.9 Terms and Conditions

Compliance: The Contractor must comply with all applicable federal and state labor, wage, hour and safety laws. To determine compliance, the City reserves the right to inspect and audit the Contractor's records and to inspect the Contractor's premises and job sites.

Contract Amendments: Any requested changes or alterations to the contract must be approved by the CBJ Project Manager. Any changes or work performed without such approval, even if approved by the user department, will not be binding.

Defective Work: The Contractor, at its own expense, must remedy and correct any defect in its work or in articles, materials or services which it provides in connection with the work when said defects are brought to its attention. The CBJ has the right to withhold 10% percent of the payment until the project is completed and accepted by the CBJ Project Manager. The Contractor must, without additional expense to the City, be responsible and make whole all injury, loss or damages to persons or property which may result from the use of any equipment, materials or workmanship which is inferior, defective or not in conformance with the terms or conditions, as specified in this bid.

If the Contractor fails to correct any defective work within a reasonable time frame set by the City, the City may, at its sole option, terminate the contract and/or obtain the necessary contract services from another source. The City may hold the original Contractor responsible for any excess costs the City has incurred in order to correct the deficiencies.

Impossibility to Perform: The Contractor will not be liable for default or breach of contract resulting from impossibility to perform when caused by "Acts of God" or as otherwise provided by the law.

Performance of Contract: If the Contractor is not performing according to the conditions stated in the bid document (contract), City staff will list the nonconformance issues and notify the Purchasing Division in writing and copy the Contractor. If, for some reason, these complaints are not resolved and/or the same type of complaint is being demonstrated over and over and the "good faith effort" in correcting differences appears to be ignored, the Purchasing Division will consider the contract "in breach" and terminate immediately. In the event the City finds it mandatory to obtain services of another Contractor, the original Contractor may be held ultimately responsible. For any additional costs which may be incurred by the City.

Permits, Laws and Taxes: The Contractor must obtain all required permits (including building permits, if needed), licenses and bonds to comply with applicable municipal, state and federal laws, unless otherwise stated in the Project Agreement.

1.10 Performance Specifications

1.10.1 Types of Work

Scheduled Work During Business Hours. Regular business hours are from 8:00 am to 4:30 pm. Monday through Friday, excluding City holidays. Work extending beyond regular business hours must be approved by the CBJ Project Manager. All scheduled work shall be scheduled a minimum of 24 hours in advance.

- Scheduled Work During Non-Business Hours. The Contractor will not begin work on any job during non-business hours until a Notice to Proceed has been issued.
- Emergency or Non-Scheduled Work. This work may occur during regular business hours or non-business hours.

1.10.2 Response Time

Emergency work will require a response within 30 minutes of being contacted by JNU staff.

All non-emergency, scheduled projects will require a signed proposal provided by the Contractor which includes a complete description of the work to be performed, written cost estimate and schedule of completion that includes all labor, materials and equipment costs. An appointment to visit the job must be scheduled within 24 hours of the request from the CBJ Project Manager. The City shall not be charged for the preparation of the proposal and cost estimate. Work is to begin and be completed within a reasonable timeframe, unless the CBJ Project Manager indicates that a longer response time is acceptable. A “reasonable time frame” implies that the work is to commence and be completed in an amount of time that is “reasonable” by industry standards and is acceptable to the City.

2.0 **RULES GOVERNING COMPETITION**

2.1 Pre-Proposal

2.1.1 Examination of the Request for Proposals

Proposers should carefully examine the entire Request for Proposals (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

2.2.1 Confidentiality

The content of proposals will be kept confidential until the selection of the Contractor 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.

2.2.2 Proposal Submission Process

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of 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 Contractors for the requested services. All costs associated with the respondents' preparations and submission shall be the responsibility of the Proposer.

All proposals must be signed. A proposal may be signed by the Proposer or by an agent(s) only if the agent is an officer or a corporate representative authorized to sign contracts on the Proposer's behalf, a member of a partnership, or is properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature. Proposals must be received in the number of copies stated in RFP cover letter not later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

3.0 PROPOSAL CONTENT REQUIREMENTS

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 Request for Proposals subject, the name of your firm, address, telephone numbers, 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 or two printed pages.

- Give names of the person(s) who will be authorized to represent your firm, their title(s), address(es) and telephone number(s).
- The transmittal letter must be signed by a corporate officer who has authority to bind the firm.
- State whether the firm is a Juneau proposer.
- ***Acknowledge receipt of all addenda.***

3.4 Past Record of Performance

- Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field.
- Provide references, proof of five years work experience in Southeast Alaska, and evidence that firm meets minimum qualifications stated in section 1.3 of this RFP.

3.5 Capacity of Firm/Qualifications

- Discuss the Scope of Services and the firm's abilities to provide the desired services.
- Include a statement acknowledging the ability of the Contractor to meet potential project requirements for the variety of work listed in section 1.2 Scope of Services.
- Include detailed information demonstrating how the Contractor's personnel meet the Minimum Qualifications described in section 1.3 of this RFP.

3.6 Airport Specific Qualifications, Training, Certifications

- List any Qualifications, Training, and Certifications specific to the Scope of Work.

3.7 Airfield Lighting Experience

- List the Airport Name, Work Performed, and Dates of Work of airfield lighting work for the last two years.

3.8 Hourly Rates

Proposers are required to provide hourly rates on materials and equipment. Incomplete pricing may result in the rejection of a proposal. **Proposer must submit all pricing information sealed separately but within the same package as the proposals.** (Only one copy of the pricing information is required.) Submitted labor rates shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the total hourly rate shown on the hourly rate and mark-up schedule. (Attached to this Request for Proposals.)

Hourly rates shall remain the same for the life of the initial term contract, expiring June 30, 2012. If the term contract is renewed at that time, the Contractor may request a rate increase. Hourly rate increases may be negotiated on a yearly basis, based upon documentation relating to union wage increases.

3.9 Licenses

The proposal must include a statement indicating that all necessary business and corporate licenses are currently held and must provide the license numbers. If all necessary licenses are not currently held, the proposal must indicate that the necessary applications have been made and that the firm is qualified for the licenses.

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 proposals best meet the needs of the CBJ. The items to be considered during the evaluation and the associated point values are numbered one (1) through seven (7).

4.2 Evaluation Data

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

4.2.1 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ and in Southeast Alaska will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

4.2.2 Capacity of the Firm/Qualifications

Evaluation will be made on the Proposer's ability to perform the desired services. The proposal should discuss the ability to provide the variety of services including but are not limited to the items included in Section 1.2 Scope of Work.

4.2.3 Airport Specific Qualifications, Training, Certifications

Proposal should include detailed discussion of qualifications, training, and certifications, specific to airfield lighting systems.

4.2.4 Airfield Lighting Experience

List the following information for each airport you performed airfield lighting services at during the last two years:

Airport Name
Describe the work performed
Dates of work

4.2.5 Hourly Rates

Hourly rates shall be awarded points according to the following formula:

$$\text{Points Awarded} = \frac{(\text{Lowest Hourly Rates Total}) \times (\text{Maximum Points for Hourly Rates})}{(\text{Proposed Hourly Rates Total})}$$

4.2.6 Established Juneau bidder according to SECTION 7.0.

4.3 Evaluation Process

Evaluation of the proposals will be performed by committees selected by CBJ. Three separate evaluation committees will evaluate the proposals for the three separate term contracts.

5.0 SELECTION AND AWARD PROCESS

The proposals are individually scored by the Selection Committees. The reviewers' scores are then ranked according to the individual scores, with the highest score given a ranking value of one. The rankings are then determined. The lowest numerical rankings will be used to determine the successful term contract Contractor.

Proposal evaluation results are anticipated to be announced within 15 calendar days of the submission date, although all offers must be complete and irrevocable for 60 days following the submission date.

Award of a term contract, if made, will be to the responsible proposers selected in accordance with the criteria described in SECTION 4 of this RFP.

The CBJ reserves the right to award a term contract solely on the basis of written proposals and reserves the right to award a term contract to the successful firm without further discussion.

6.0 INSURANCE REQUIREMENTS

Insurance requirements are described in Appendix C of Attachment 1 – Sample Term Contract.

7.0 JUNEAU PROPOSER

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.

HOURLY RATE SCHEDULE

ELECTRICAL TERM CONTRACT FOR JNU RUNWAY LIGHTING MAINTENANCE AND REPAIRS RFP E15-142

COMPANY NAME: _____

Hourly Rates

Item	Description	Price per Hour
1.	Journeyman Rate (Normal Working Hours, 8:00a.m. to 4:30p.m., Monday through Friday)	\$
2.	Apprentice Rate (Normal Working Hours, 8:00a.m. to 4:30p.m., Monday through Friday)	\$
Total		\$

EVALUATION/RANKING

CONTRACTOR:

SCORED BY: _____

DATE: _____

POINTS AWARDED

		<u>Points Possible</u>	<u>Score</u>
1.	Past record of performance on contracts with the CBJ and in Southeast Alaska.	0 – 15	_____
2.	Capacity of firm to perform the services.	0 – 15	_____
3.	Airport Specific Qualifications, Training, Certifications.	0 – 15	_____
4.	Airfield lighting experience, last 2 years.	0 – 20	_____
		Subtotal	_____
5.	Hourly Rates	0 - 5	_____
6.	Firm meets Juneau proposer requirements.	0 or 2	_____

TOTAL POINTS	72	_____
---------------------	-----------	-------

INDIVIDUAL RANKING	_____
---------------------------	-------



ENGINEERING DEPARTMENT

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT Supply and Installation Assistance Salmon Creek Water Plant Membrane Filters Contract No. RFP E15-065

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 RFP Documents. 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 RFP Documents, 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.

Attachment 1 – Standard Contract
Contract No. E15-065 for Supply and Installation Assistance
Salmon Creek Water Plant Membrane Filters
with _____

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 RFP Documents. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within RFP Documents, the City's primary representative for this Contract shall be Alan Steffert, P.E. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____ [put P.E. or AIA if applicable].

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

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

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

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

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

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

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

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

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

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

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

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

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

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

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

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

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

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, 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, RFP Documents, 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 content:

Greg Smith Date
Contract Administrator

CIP Coding: