



REQUEST FOR PROPOSALS

(C3)RFP E18-151

**Planning, Design, and Construction
Administration Services for**

**JUNEAU INTERNATIONAL AIRPORT
Phase 2 Terminal Reconstruction**

Issued By: _____



Greg Smith, Contract Administrator

Date: 12/5/2017

Planning, Design, and Construction Administration Services for
Phase 2 Terminal Reconstruction at
Juneau International Airport (JNU)
(C3)RFP E17-225

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide planning, design, and construction administration services for the next phase of passenger terminal reconstruction at Juneau International Airport (JNU).

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the Alaska Room located on the second floor of the JNU Airport terminal, 1873 Shell Simmons Drive, Juneau, AK, at **10:30 a.m., Alaska time on December 18, 2017**. A tour of the existing passenger terminal will be provided after the pre-proposal meeting. Persons interested in submitting proposals are encouraged to attend. Conference call capability will be available for the Pre-Proposal meeting. Proposers intending to participate via conference call shall notify Janet Sanbei in the CBJ Engineering Contracts Division, at (907) 586-0480, or janet.sanbei@juneau.org by 4:30 p.m., December 15, 2017.

QUESTIONS REGARDING THIS RFP: Greg Smith, Contract Administrator, phone (907) 586-0873, fax (907) 586-0897 Greg.Smith@juneau.org is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: 7 copies of sealed proposals, including an electronic copy of the Proposal on a CD-ROM or Thumb Drive in PDF format, in a ***sealed envelope***, must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time, or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. 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 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; fax number is (907) 586-4561.

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

IMPORTANT NOTICE TO PROPOSER	
<p>To submit your proposal:</p> <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	
<table border="1"><tr><td><p>RFP NUMBER: RFP E18-151</p><p>SUBJECT: PLANNING, DESIGN, & CA SERVICES FOR PH 2 TERMINAL RECONSTRUCTION</p><p>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</p><hr/></td></tr></table>	<p>RFP NUMBER: RFP E18-151</p> <p>SUBJECT: PLANNING, DESIGN, & CA SERVICES FOR PH 2 TERMINAL RECONSTRUCTION</p> <p>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</p> <hr/>
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<p>SEALED PROPOSAL</p>	

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	PROTESTS
8.0	CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT
	EVALUATION/RANKING SHEETS (Written and Oral)
	ATTACHMENT 1 – CONCEPTUAL SITE PLAN
	ATTACHMENT 2 – REQUIRED DBE FORM: CONSULTANT'S WRITTEN DBE COMMITMENT
	ATTACHMENT 3 – STANDARD CONTRACT WITH FEDERAL CONTRACT PROVISIONS

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

Consultant is defined as an individual, firm, or joint venture qualified and licensed to offer professional design services in the State of Alaska. For purposes of this RFP, Consultant includes all proposed members of the Consultant's team.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide professional services for architectural, engineering, and related aviation services to design the next phase of terminal reconstruction. Professional services procurement will conform to the Federal Aviation Administration's AC 150/1500-14E guidance.

In addition to a high level of expertise in planning, design and construction administration of aviation facilities, essential personal attributes of all consultants providing the requested services include excellent communication and collaboration skills.

The Consultant will work with the Owner's Representative, along with committees of the Airport Board to develop a plan to demolish portions of the existing passenger terminal constructed prior to 1984, and reconstruct areas to serve the needs of the Juneau International Airport.

1.2 General Background

JNU Airport is a gateway to the Capital City and the State of Alaska. It links important economic, government, health care, education, and service industries throughout the region and state. The airfield includes one runway of approximately 8,800 feet in length with a parallel taxiway, and a float pond with a 4,400 ft. long water lane for pontoon aircraft. The terminal is a small hub, with large air carrier services from Alaska Airlines and Delta Air Lines, and commuter/on-demand services from Alaska Seaplanes and Harris Air.

The Airport is municipally owned and functions as an enterprise of the City & Borough of Juneau (CBJ). A seven-person Airport Board that is appointed by the CBJ Assembly governs the airport. Airport operations are managed by an Airport Manager in accordance with Federal Aviation Administration (FAA) certification requirements. Additional information about the Juneau International Airport can be found at www.juneau.org/airport.

The planning, design and construction administration of this capital improvement project will be accomplished under the direction of the JNU Airport Manager who will assign an Owner's Representative to manage the project and consulting contract that is expected to result from the RFP. This RFP solicitation process is administered by the CBJ Engineering Contracts Division.

1.3 Project Background

Modernization of the JNU Terminal began in 2005 through an adopted Terminal Master Plan https://ftp.ci.juneau.ak.us/pub/CBJ_Bid_Documents/ that called for two major phases of work: 1. Renovate and expand portions of the building that were constructed after 1984, and 2. Reconstruct portions of the building that were constructed prior to 1984 within the same general footprint. The majority of Phase 1 was completed in 2012. Since that time, JNU has identified local and federal funding sources to begin to address Phase 2 needs. The complete funding for all of Phase 2 work as originally envisioned has not been secured, so an alternative approach to facilities for commuter/on-demand services is now being planned.

Phase 2 will demolish portions of the building constructed prior to 1984 and reconstruct areas needed for large air carrier Main Terminal operations. The reconstructed Main Terminal will no longer include commuter/on-demand air carrier lease spaces under the same roof. Rather, land that is currently used for the oldest parts of the terminal and for surface parking of vehicles and building support on the landside, and aircraft equipment on the airside will be subdivided into lots for commercial development (see Attachment 1 – Conceptual Site Plan). This will result in a new North Terminal for commuter/on-demand air carrier needs. JNU will provide infrastructure improvements to support the North Terminal that may include road intersection improvements, a shared loading zone, and an enclosed concourse that connects to the large air carrier Main Terminal.

The specific scope will be developed with the consultant design team, but is expected to address current code deficiencies, replace infrastructure (elevator/escalator, security systems, mechanical and electrical systems), improve energy efficiency, increase flexibility and adaptability of interior spaces for airport administration, and improve passenger services.

This scope is proposed to be accomplished under the FY18 Airport Improvement Program (AIP) grant for design and an FY20 AIP grant for construction, as well as local funding sources. At this time, it is estimated that approximately 50% of the overall project (design and construction) will be eligible for AIP funding. As the design develops, JNU will work closely with FAA to confirm this assumption.

1.4 Scope of Services

The Consultant shall work with the Owner's Representative to develop a design solution that meets the Airport's operational needs, AIP funding requirements, and JNU Airport Board approval. JNU Airport seeks designs for both the Main Terminal and infrastructure improvements for the commuter/on-demand services that are appropriate to the operational needs, use durable cost-effective materials, and exemplify the principles of sustainability appropriate to the Southeast Alaska region.

The Consultant shall provide all necessary professional services to prepare design and bid-ready construction drawings, specifications, and estimates of probable construction cost. Such services will include activities and tasks described in Advisory Circular (AC) 150/5100-14E, section 1.4.2. The Airport may also utilize staff and/or additional consultants to formulate the project scope, provide portions of the services noted in the applicable ACs. Assignment of specific project services to the Consultant team will be discussed during contract fee negotiations. The Airport may elect to amend the initial contract to include additional planning, design, contract administration and inspection services related to this project.

The Consultant team is expected to include, but is not limited to, the following professional disciplines: architect, civil engineer, structural engineer, electrical engineer, mechanical engineer, aviation planner, cost estimate, and construction inspector. The scope of services anticipated in this contract includes working with the Owner to:

- Review, validate, and/or refine current planning and scoping documents;
- Analyze applicable land use planning requirements and assist the Owner in preparing permit applications;
- Work with the Owner to identify phasing strategies to maintain all airport operations throughout the design and construction period.
- Prepare schematic and construction documents that describe aspects of design that will be included in one or more sets of bid documents;
- Provide technical expertise for specialized systems, equipment, and construction cost estimates throughout the project;
- Communicate project issues to JNU Airport staff, Airport Board and project committees through narrative, graphic, and verbal mediums;
- Provide assistance to CBJ Engineering Contracts office during bidding period.
- Develop conformed documents (drawings and specifications) following the bid period;
- Prepare technical documents for the required building permit;
- Provide construction administration services that may include participation in the pre-construction conference, submittal reviews, answering contractor questions, performing periodic observations, special inspection services required by code, and assisting the Airport with execution of the construction contract;
- Provide project closeout services that may include preparing as-built drawings, preparing final project reports, and assisting the Airport with settling disputes;
- Provide other professional project management assistance throughout the project, as may be requested by the Airport.

The project will follow applicable portions of FAA Advisory Circulars and Airport Cooperative Research Program reports. It will be designed in accordance with standards for universal design, adopted building codes, and contemporary high performance design standards. It is expected that the existing geothermal loop field will be utilized for reconstruction of the Main Terminal.

All contract documents submitted by the Consultant shall conform to Airport construction contract format and procedures and applicable FAA standards including the Buy American Act. The format for submittals will be agreed upon during contract negotiations. The project will use the traditional design-bid-build process, whereby construction bid(s) will be awarded to the lowest qualified bidder, using standard CBJ public bidding procedures.

1.5 Project Schedule

A professional services contract for services described in this Request for Proposals is expected to be in place by February 20, 2018. Completion of planning and schematic design is desired by May 15, 2018. Following review and acceptance of the schematic design, one or more sets of construction documents will be developed. The schedule for completing construction documents will be established during the schematic design phase. Construction schedules will be developed to align with the bid document packages.

1.6 Questions

Questions regarding this proposal should be directed to:

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 Standard Contract

Standard contract clauses, typical design services, compensation policies, and insurance requirements are shown in Attachment 3 – Sample Contract. This contract is attached for general information purposes only; actual contract scope of work will be negotiated with the successful consultant. Federal contract requirements are attached to the Sample Contract as general information.

1.8 Disadvantaged Business Enterprise (DBE)

- a. General.** The CBJ, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and applicable regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Discrimination on the basis of race, color, national origin, or sex in the performance of any contract that results from this RFP shall not be allowed by the Consultant or any Subconsultant.

- b. Goals for this Project.** The CBJ has attained “race-neutral” status with respect to project specific DBE goals. This means that no specific goal is required for this project (the goal is 0%); therefore, no weight will be given during proposal evaluation to teams that utilize DBEs. However, Proposers are encouraged to consider the qualifications of certified DBEs for this project, and Proposers are **REQUIRED** to submit the form identified in Attachment 2 – Required DBE Form – Consultant’s Written DBE Commitment with the Proposal. It is only through the continued inclusion of DBEs in professional services and construction contracts that JNU Airport will be able to meet its overall DBE Utilization goal.

- c. DBE Opportunities for this Project.** Using the State of Alaska DBE database, the following professional services have been identified as potentially useful for this project. While DBEs are not required to be used, Proposers are encouraged to consider the qualifications of certified DBEs on their team for these and other services of this solicitation.

Architecture
Engineering
Landscape Architecture/Botanical Consulting
Land Surveying

2.0 RULES GOVERNING COMPETITION

2.1 Pre-Proposal

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

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

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

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. **Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) and must include a brief statement that sets out the reasons for confidentiality in a separate letter submitted by the proposer with the proposal submission.** 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

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, contact person, contact email address, and date of submission. Clearly indicate if the proposal is offered as a joint venture or collaboration with other firms and describe each firm's role in the project.

3.2 Letter of Transmittal *(should not exceed 1 page)*

Summarize your firm's understanding of the proposal requirements and capability to meet same. Give names of the person(s) who will be authorized to represent the firm, their title(s), e-mail and physical addresses, and telephone number(s). The transmittal letter must be signed by a representative who has authority to bind the firm.

Professional architectural and/or engineering registrations in the State of Alaska at the time of proposal submission are required (Alaska Statute 08.48.281). The letter of transmittal must include a statement indicating that all applicable corporate, professional, and occupational licenses and all other necessary licenses and certifications are currently held. Provide license and certification numbers of firm(s) and key personnel.

If a corporate license is held, the design professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as be the professional stamping applicable design documents.

Acknowledge receipt of each addendum in the transmittal letter. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.3 DBE Participation Documentation

Attachment 2 – Consultant's Written DBE Commitment MUST be submitted with your written Proposal.

3.4 Scope of Services *(should not exceed 5 pages)*

This project will include planning, design and construction administration services. Describe how your team will provide the requested services noted below.

- a. Project Approach.** Describe your general approach to meeting the needs of this project, and identify the individual tasks that you recommend be completed for the efficient review of current terminal planning documents, and existing building and site conditions. What do you see as challenges for this project and how will you address them?
- b. Collaboration.** Describe the team's approach to document coordination and collaboration with the Owner to reach project milestones. How will you work with team members and use the expertise of Airport staff? What role do you suggest for peer review and/or value engineering for this project? Describe ideas for

collaborating with existing tenants, especially current commuter/on-demand air carriers.

- c. *Balancing Project Needs.*** Discuss how your team's approach will balance functional attributes, aesthetics, safety and energy efficiency in your design solution. Discuss your approach to sustainable high performance design for this project.
- d. *Construction Administration Approach.*** Discuss the team's approach to construction administration for this project. What services are essential for the consultant team to provide (and why)? What services can (or should) be provided by the Owner?

3.5 History and Experience *(should not exceed 3 pages)*

- a. *Past Projects.*** Provide descriptions of at least two projects completed in recent years that are similar in building type and/or scope to the project described in this RFP. Provide individual contacts, e-mail addresses, and telephone numbers of references for each project. Describe the full consultant team and roles of specific individuals who are also proposed in this RFP. Describe the design and procurement process that was used for each project, and summarize the project budget and schedule. Discuss cost and schedule modifications that were needed because of design issues that were discovered during construction.
- b. *History of the Team.*** Provide general background information for the prime consultant firm and proposed sub-consultants that demonstrates experience with projects funded by FAA, capabilities, and unique qualifications in airport facilities. Include information outlining the team's experience in the specific professional services requested.
- c. *Firm Profile and Expertise.*** Describe how this project fits into the prime consulting firm's overall organization and expertise. What is the philosophy of the firm, the types of projects historically completed, and the specialized expertise in aviation-related projects?

3.6 Team Organization & Qualifications *(should not exceed 5 pages)*

- a. *Proposed Individuals.*** Specify the consultant team's Project Manager and furnish brief (no more than one page each) resumes for key persons of the team who will be charged with day to day responsibility for carrying out the project. Describe the specific role and involvement of each such person proposed. Resumes should provide an informative, yet succinct, description of projects similar to this project and emphasize recent work in airport facilities that are similar in scale and scope to this project.
- b. *Unique Qualifications.*** Describe the expertise of the individuals on the team regarding airport terminal design issues, FAA regulations, and requirements for FAA AIP grant funded projects. Demonstrate individuals' expertise in construction administration of projects constructed within secure areas of the airfield. In addition to project experience, indicate team members' participation in seminars, professional organizations, and/or formalized educational study that is related to this project.

- c. **Experience as a Team.** Describe the prime consultant's experience with proposed subconsultants as an effective project team. Note past projects that specific members of the team have worked on together. Demonstrate expertise in collaborative problem solving, value engineering, and document coordination/quality control.

3.7 **Project Execution** (should not exceed 3 pages)

Project Goals: The Phase 2 Terminal Reconstruction Project has the following goals:

- Using FAA guidance, review and assess the current and long term needs for a reconstruction of the large air carrier Main Terminal and developing infrastructure for a new commuter/on-demand North Terminal.
 - Develop a design concept that is cost effective to execute and operate that demolishes existing facilities and reconstructs the existing main terminal building to serve JNU's operational needs.
 - Incorporate sustainability principles such as energy efficiency and economic stability into the project.
 - Construct new facilities in accordance with procurement requirements of the City & Borough of Juneau and the FAA.
- a. **Summary of Interest.** Summarize why your team is interested in undertaking this project, and illustrate the unique attributes that your team offers to help the Airport accomplish the project goals.
- b. **Meeting Project Goals.** Describe how you will address the project goals and how you will keep the project stakeholders and consultant team organized and on track to meet project milestones and deadlines. How will you provide high quality documents that reflect the accepted design and minimize the need for changes during construction?
- c. **Risk Reduction.** What is your experience with construction change orders and/or claims that resulted in additional expense to the Owner because of design error and/or omission? How were the Owner's interests represented? Was the Owner compensated either directly or indirectly for design errors/omissions? What measures were taken that reflect learning from the mistakes so as to minimize errors and omissions on future projects?

4.0 **EVALUATION OF PROPOSALS**

4.1 **Criteria**

Written proposals will be evaluated and scored using the criteria listed on the WRITTEN EVALUATION/RANKING page (found at the end of this document) in order to ascertain which proposal best meets the needs of the project. The items to be considered during the evaluation of written proposals and the associated point values are described on the evaluation form.

Following evaluation of written proposals, the Selection Committee may short-list at least two firms and conduct oral interviews. Such interviews, if held, shall be done in accordance with the process discussed below. Oral interviews will be scored in

accordance with criteria listed on the ORAL INTERVIEW EVALUTION/RANKING page (found at the end of this document).

4.2 Evaluation Process

Evaluation of the written proposals and oral interviews (if held) will be performed by a three member Selection Committee. Written proposals will form the primary basis for selection of the consultant teams to be short-listed for Oral Interviews, but scores in the written proposals will not be considered in the Oral Interview evaluation.

If Oral Interviews are held, the short list of at least two finalists will be invited to attend oral interviews. The Selection Committee will decide whether to hold oral interviews for all short listed finalists either by teleconference or in person in Juneau. Finalists will be notified and informed of specific interview requirements and procedures at least five days prior to the oral interview. Consultant personnel for each oral interview will be limited to no more than the following three persons:

1. Proposed Consultant Team Leader (Project Manager)
2. Up to two additional key members of the consultant team

Oral interviews, if conducted, will be separately scored and ranked, and will determine the final outcome of the consultant selection process.

5.0 SELECTION AND AWARD PROCESS

5.1 Selection Based on Written Proposals

Each member of the Selection Committee shall independently score all written proposals that are received by the established proposal deadline. 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 independent scores and rankings of each member are then forwarded to the Engineering Contracts Administrator. These rankings are then checked for accuracy and combined to form a composite ranking. If all members have selected the same firm as the number one ranked firm, the Selection Committee may declare the process complete, or it may proceed to the Oral Interview stage.

If a majority of members select the same proposal as the best or among the best, the committee members *may* convene to discuss individual rankings and scores. If this majority does not exist, or if each member has selected a different proposal as the best, then the meeting must take place.

The members shall use the meeting to discuss differences in individual scores and may, as a group, contact references and share information beyond that which appears in the written proposal. As a result, individual members may change their scores and rankings, but must cite their reasons for doing so. At the conclusion of the meeting the Contract Administrator shall re-compute a new combined ranking based upon changes, if any, to the individual rankings.

5.2 Selection Based on Oral Interviews

Following review of the written proposals, the Selection Committee will then discuss their option of proceeding to Oral Interviews. Oral Interviews are at the discretion of the

Selection Committee and the Engineering Contracts Administrator, and may be pursued for any reason, but are typically intended to:

- provide more detailed information about the written proposal, especially when the scores/rankings between proposals are close;
- allow the Selection Committee to get to know the expertise and nature of the Proposer's work better;
- provide both the Selection Committee and the Proposer the opportunity to communicate ideas verbally, rather than strictly in written form.

5.3 Proposal Acceptance

Once the selection process (written proposal review and oral interviews, if held) is complete, the Proposer with the lowest numerical rank, based upon the evaluation criteria, 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. 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.

Selection of the successful Proposer is anticipated to be announced within 30 calendar days of the submission date, although all offers must be complete and irrevocable for 60 days following the submission date.

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 Appendix C of Attachment 3 – Sample Contract.

7.0 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 586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following Internet address: <http://www.juneau.org/law/code/purchasing.pdf>.

8.0 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.

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

WRITTEN EVALUATION/RANKING

	Possible Points	Score
Scope of Services (section 3.4)		
a. Consultant demonstrates thorough understanding of the requested services, has identified applicable tasks with a logical approach, and has identified and addressed project challenges.	0-20	_____
b. Project approach illustrates collaboration with design team and Airport.	0-10	_____
c. The proposed approach balances various needs of the project.	0-10	_____
d. The proposed approach to construction administration is feasible and appropriate.	0-10	_____
History and Experience (section 3.5)		
a. Past projects illustrate success of similar projects within project schedule and budget.	0-20	_____
b. Team demonstrates expertise in contemporary design issues, construction of airport buildings, land use development, and technical issues such as airport security and safety.	0-20	_____
c. This project is consistent with the firm's profile (specialty), philosophy, and historical expertise.	0-10	_____
Team Organization & Qualifications (section 3.6)		
a. Consultant Team is well organized with appropriate levels and types of personnel to accomplish an efficient and effective project.	0-30	_____
b. Proposed personnel demonstrate unique expertise in FAA design guidelines and FAA funded project requirements.	0-30	_____
c. The team demonstrates expertise in working with one another, collaborative problem solving, value engineering, document coordination, and quality control.	0-10	_____
Project Execution (section 3.7)		
a. Consultant Team understands the project goals and offers unique perspective and attributes to accomplish the goals.	0-10	_____
b. Project methodology is clear, efficient and expected to produce high quality documents.	0-05	_____
c. Experience in risk reduction is demonstrated and the approach to claims and design errors is reasonable and fair to all parties.	0-05	_____
Proposal is well organized, professionally presented, and clear	0-10	_____
TOTAL POINTS	200	_____
RANKING		_____

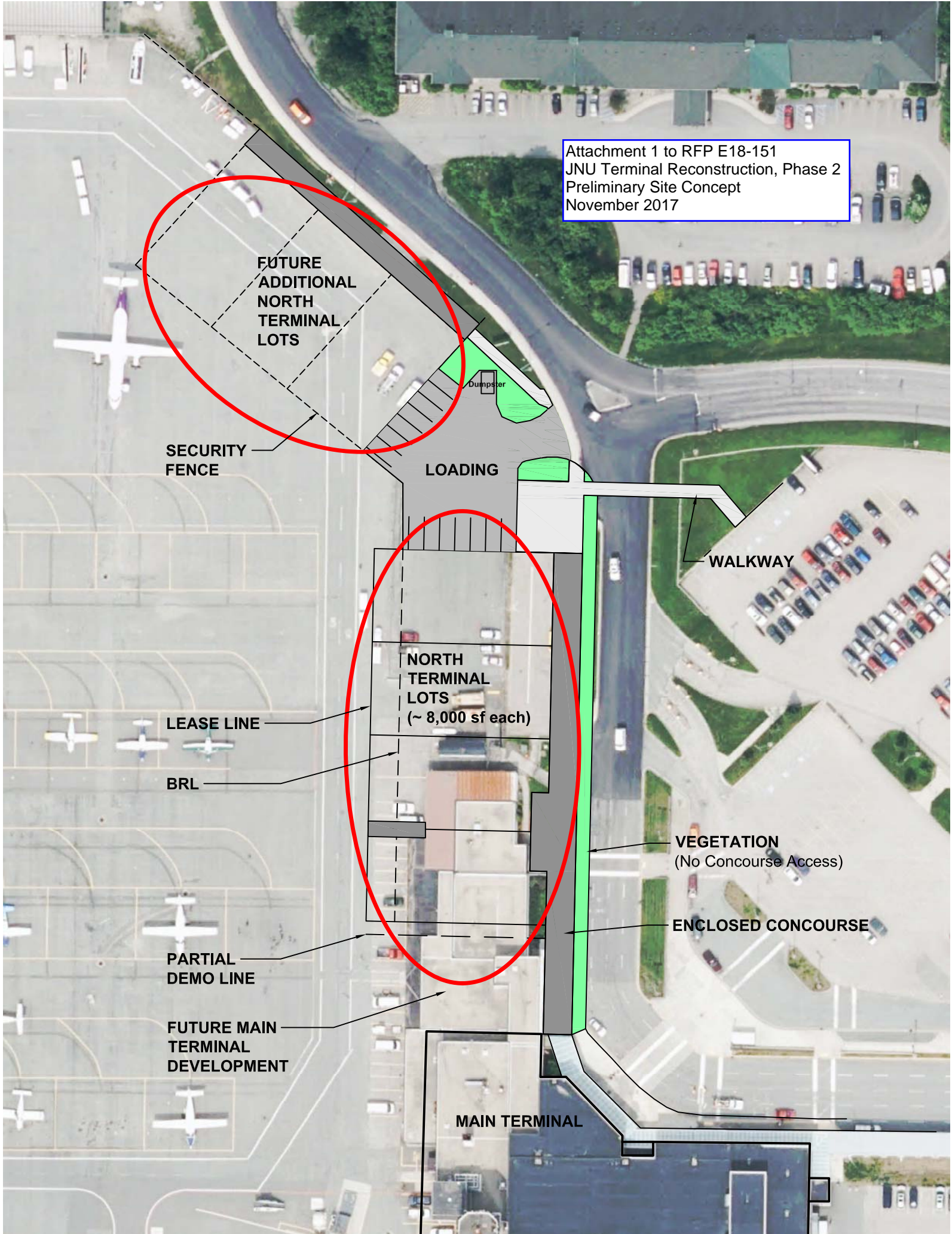
CONSULTING FIRM: _____

SCORED BY: _____ DATE: _____

ORAL INTERVIEW EVALUATION/RANKING

	Points Possible	Score
1. Scope of Services		
a. Understanding of the Project Scope	0 - 20	_____
b. Methodology	0 - 40	_____
2. Consultant's Performance		
a. History and Experience	0 - 40	_____
b. Qualifications and Appropriateness of Personnel	0 - 60	_____
c. Presentation	0 - 40	_____
	Subtotal	_____
	Total Points	200
	RANKING	_____

Attachment 1 to RFP E18-151
JNU Terminal Reconstruction, Phase 2
Preliminary Site Concept
November 2017



FUTURE
ADDITIONAL
NORTH
TERMINAL
LOTS

SECURITY
FENCE

LOADING

WALKWAY

NORTH
TERMINAL
LOTS
(~ 8,000 sf each)

LEASE LINE

BRL

VEGETATION
(No Concourse Access)

ENCLOSED CONCOURSE

PARTIAL
DEMO LINE

FUTURE MAIN
TERMINAL
DEVELOPMENT

MAIN TERMINAL



ATTACHMENT 2: REQUIRED DBE FORM

CONSULTANT'S WRITTEN DBE COMMITMENT

JNU Terminal Reconstruction, Phase 2

(C3) RFP E18-151

All consultants submitting proposals for professional services on Juneau International Airport projects that include federal funding must have a written commitment from each DBE firm that is proposed as prime consultant or subconsultant. Complete this form for each proposed DBE firm. If no DBE firms are proposed, indicate N/A in Part 2 DBE Signature line (below) and submit this form with your proposal. **This form must be included in the proposal documents and submitted no later than the proposal deadline stated in the Request for Proposals solicitation.** If you have any questions, please call (907) 789-7821.

PART 1.

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email contact: _____

Description of the services that the DBE firm will perform: _____

Estimated percentage of participation by the DBE firm herein: ____%. It is understood that a contract is not in place at the time of estimating DBE participation. Consultant shall estimate DBE participation by considering the anticipated time for DBE tasks included in the written Proposal. The actual DBE participation will be refined during contract negotiations. Summarize your calculation of estimated DBE participation percentage (e.g. 1,000 hr total of which 100 hr are DBE = 10% DBE):

PART 2.

Signatures of authorized representatives of the Prime Consultant and the DBE firm below represent the written commitment by the Prime Consultant to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Consultant Signature _____ Date _____ DBE Firm Signature _____ Date _____

Prime Consultant Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email contact: _____



ATTACHMENT 3

**PROFESSIONAL SERVICES CONTRACT
Planning, Design, and Construction Administration Services for
Phase 2 Terminal Reconstruction at
Juneau International Airport (JNU)
(C3)RFP E17-225**

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ company name _____ whose address is _____ phone and fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

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. Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the

Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

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

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

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

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

CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

Patricia Wahto Date
Airport Manager

Company name

Name Date
Rank [i.e. President]
email

Approved as to content:

Greg Smith Date
Contract Administrator

460900101-500850420-5390

APPENDIX A: SCOPE OF SERVICES
Planning, Design, and Construction Administration Services for
Phase 2 Terminal Reconstruction at
Juneau International Airport (JNU)
(C3)RFP E17-225

The Consultant shall provide all necessary architectural, mechanical, engineering, surveying and design services to prepare complete, bid-ready construction drawings, specifications, bid schedule and engineer's estimate for construction. The design work shall include _____.

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

The site of the work is the Juneau International Airport in Juneau, Alaska.

General Design Requirements

- A. The Consultant shall conduct at least two (2) design workshops in coordination with the CBJ Engineering Department Project Manager. The initial workshop will be to scope the project, with the second meeting at approximately 90-percent design completion. The Consultant shall coordinate with the affected CBJ User Department's Division supervisor(s) to ensure the design is responsive to the City's needs.
- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.
- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City.
- D. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; (including but not limited to, special orders, long lead time items, American Iron and Steel(AIS) or Buy American (when applicable), etc.); estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- E. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Assembly, or their subcommittee, if directed by the CBJ Engineering Department.
- F. The Consultant shall contact the local residents affected by the project in order to keep them informed of the project and to address their concerns. The Consultant shall attend at least one public meeting to discuss the project with local residents.

- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.
- I. The Consultant shall assist the CBJ Engineering Department in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design. The Consultant shall notify the CBJ Engineering Department early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required.
- J. If the project design includes the demolition, construction or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Engineering Department, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design errors and omissions.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.

Bid-Ready Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. (For Arc Design) – For Architectural design, the CBJ Engineering Department uses MasterSpec and utilizes the following 3-Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels

are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements and Division 1? – General Requirements portion(s) of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index)

Section 00310 – Bid Schedule

Section 00852 – Permits

Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December, 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These “boilerplate” specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ One set of 8 ½”X11” print-ready (hard copy) technical specifications
 - ◆ One set of 11”X17” print-ready (hard copy) signed, stamped drawings
 - ◆ Electronic copy of technical specifications in Word and PDF format
 - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11”X17” paper.
- Within 10 days following the Bid Opening, Consultant shall provide the following:
 - ◆ An electronic copy of all stamped, signed drawings in .pdf format, one set formatted to print on 11”X 17” and one set formatted to print on 22”X34” paper, which are conformed, incorporating all changes or replacements made to drawings via addenda;
 - ◆ One set of stamped, signed, conformed full size mylar drawings, on 22”X 34”.
 - ◆ Electronic copy of all drawings in AutoCAD 2014 format. Electronic files shall be submitted on a CD and clearly labeled as to its contents.

OR

- Within ten calendar days following the date of the bid opening, the Consultant shall submit the following electronic and hard copy drawings and specifications, conformed to integrate all addenda items in the following format. Electronic files shall be submitted on a CD and clearly labeled as to its contents. This option usually for large projects – Check w/ Project Manager.
 - ♦ Electronic copy of technical specifications in PDF format
 - ♦ Electronic copy of all stamped, signed drawings in PDF format, one set formatted to print on 11"X17" paper and one set formatted to print on 22"X34" paper
 - ♦ Electronic copy of all drawings in AutoCAD format
 - ♦ One set of drawings, reproducible to photocopy, on laser quality 11"X17" printed paper with signature on stamps
 - ♦ For arch jobs. One set of full size drawings, reproducible by photocopy, on laser quality 22"X34" printed paper with signature on stamps
 - ♦ For civil jobs. One set of full size mylar drawings or similar, 22"X34" with signature on stamps check w/ project manager if they want mylars
- The font size on the 11"X17" drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2014 and Word 2010. If a more current version of AutoCAD is used to create drawings, all files need to be saved down to version 2014 at the latest. The DWG files shall be saved in a manner such that an 11"X17" size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All "plot style" configuration files required to produce an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

The Consultant shall provide contract administration and all necessary inspection for the (name of construction bid) project. The Consultant shall ensure that the contractor constructs the work in accordance with the Drawings and Specifications for the (name of construction bid), Contract No. E_____.

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 5 copies of the contract documents, 1 copy(ies) of full-size drawings and a CD-ROM of all contract documents. 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:

Attachment 3 – Standard Contract
 Contract No. RFP E18-151 for Planning, Design & CA Services for
 Phase 2 Terminal Reconstruction at JNU
 with _____

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

Pre-Construction Conference

In addition to the actions listed below, the Consultant will take any and all actions necessary to successfully carry out the above primary duties. In cooperation with the CBJ, the Consultant will make notifications for the Pre-Construction Conference, provide an agenda for the meeting and provide minutes of the meeting. The Consultant will chair the Pre-Construction Conference.

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 Assembly. The Consultant shall arrange, attend and provide an agenda 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.
- C. The Consultant will provide coordination with adjacent property owners and the public during construction. This includes, but is not limited to: preparation of information pamphlets ("door knockers") on construction activities including providing sufficient notice to residents of interruptions in utility services, driveway and roadway access; construction schedules; and explanations of construction activities and interruptions. The Consultant will also verify that the Contractor has provided required public notices to emergency services agencies, affected public agencies (i.e., affected CBJ departments, AKDOT & PF), and the public of street closures and service interruptions.
- D. Contract Administration tasks shall be performed by the onsite inspector, as part of their daily inspection routine, to the maximum extent possible to maintain project continuity, maximize the inspector's time spent on the project and minimize Consultant's administrative costs to the project.

Inspection Services

- A. 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. E (contract no. and name). No change in inspection personnel will be allowed without the CBJ Project Manager's written approval.

- B. The Consultant shall work closely with the Contractor to schedule times and dates when work is occurring. It is not expected that full-time inspection will be required for every phase of the project; however, the Consultant will provide adequate on-site inspection for all critical construction activities. Examples of critical construction activities include, but are not limited to: 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.
- C. 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. Inspection personnel shall be as proposed in the response to the RFP.
- D. All project material Inspectors shall be appropriately trained to perform densometer compaction tests and must have sufficient experience to assure compaction of shot rock back fills by visual observation.
- E. The Consultant shall videotape the entire project prior to the beginning of construction, and after construction, prior to final acceptance. The Consultant shall take photographs of all driveways, roadways, culverts, road shoulders, adjacent lands and trees, retaining walls, creeks, existing erosion, etc. that are affected by construction. At the end of the project, the video and photos shall be turned over to the CBJ Project Manager in an acceptable format and on an acceptable medium.
- 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:
 - a. The weather
 - b. The number, type and estimated hourly active and standby use of equipment on the project
 - c. The personnel and respective trades (including all subcontractors) onsite, including hours worked
 - d. Work in progress, and specific location of work
 - e. Conflicts and crossing with other utilities, including phone, power, catv, (location and depth)
 - f. Utility personnel on-site, and hours worked; (CBJ and/or private utility companies)
 - g. Visitors on-site
 - h. Subcontractors working on site
 - i. Inspectors on-site
 - j. Problems encountered by the Contractor
 - k. Problems encountered by the inspector
 - l. Inspector's on-site hours

- m. Pay item quantities installed each day and approximate location
- n. List of extra work items
- o. Material testing reports

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

At the end of each week, the Consultant shall provide to the CBJ Project Manager in writing, either by email or faxed letter, a report summarizing the total hours worked for that week, along with a cumulative total of Time and Materials Consultant charges for the project.

- G. The Inspector shall observe all required erosion control features on a daily basis and ensure compliance with the Storm Water Pollution Prevention Plan (SWPPP). The inspector shall immediately notify the contractor and the CBJ Project Manager through a "deficiency notice" of any features which are not in place and functional or are in danger of becoming non-functional, or non-compliant with SWPPP conditions. This section does not relieve the Contractor from their responsibility for all erosion control. The Inspector shall check the Contractor's SWPPP for updates weekly, and notify CBJ if the SWPPP updates are not made by the Contractor.
- H. 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.
- I. 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.

Materials Testing

- A. 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 subbase 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.
- 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 (of 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.

Quality Control

The Consultant will review all submittals and shop drawings to assure conformance with the Drawings, Specifications, and design intent.

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:

- a. Changed conditions of site
- b. Design errors and/or omissions
- c. City directive
- d. 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.

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.

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.

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 CD ROM in AutoCAD 2008 format and one signed set in .pdf format, one signed set of full size reproducible Mylar, and four (4) sets of signed full size paper copies.

- As-Built 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.

PERSONNEL: The Consultant's primary personnel for this work will be:

The completion date for design work is May 2018.

This contract expires on December 31, 2019, unless an amendment changing this date is fully executed prior to December 31, 2019.

APPENDIX B: COMPENSATION
Planning, Design, and Construction Administration Services for
Phase 2 Terminal Reconstruction at
Juneau International Airport (JNU)
(C3)RFP E17-225

Amount of Payment

Lump Sum

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

Time and Materials

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

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

The total Contract amount shall be \$

Method of Payment

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

Consultant Invoice Requirements

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

Compensation Based on Time and Materials

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

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

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

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

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

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

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

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

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

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Planning, Design, and Construction Administration Services for
Phase 2 Terminal Reconstruction at
Juneau International Airport (JNU)
(C3)RFP E17-225

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Contractor agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

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.

This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

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

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.

STANDARD FEDERAL CONTRACT PROVISIONS
Planning, Design & Construction Administration Services for
Juneau International Airport Phase 2 Terminal Reconstruction
Contract No. RFP E18-151

GENERAL REQUIREMENT FOR CONTRACTS.

1. The contractor (aka consultant or service provider) and all subcontractors shall insert required contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) shall incorporate applicable requirements of the contract provisions herein by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and
3. The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS. (Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. The Consultant shall include in the construction documents specifications for all materials, goods, and equipment to meet the Buy-American preference requirements.

CIVIL RIGHTS - GENERAL. (Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in

the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES. Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS & SAFETY STANDARDS ACT REQUIREMENTS. (Reference: 2 CFR § 200 Appendix II E)

Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

1. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

2. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

3. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

DEBARMENT AND SUSPENSION (NON-PROCUREMENT). (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

DISADVANTAGED BUSINESS ENTERPRISES. (Reference: 49 CFR part 26)

Contract Assurance (§ 26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City & Borough of Juneau. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Project Manager. This clause applies to both DBE and non-DBE subcontractors.

The DBE Goals for this project are established in Section 1.8 of the Request for Proposals.

Reports of DBE Contractor utilization shall be made in accordance with applicable federal and state requirements and the following report form:

FAA REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS

Airport: Juneau International Airport, Juneau, Alaska

Project Period (Dates): _____

Preparer's Name: _____

Telephone No: _____

Date Prepared: _____

DBE Firm: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Type of Work and NAICS: _____

Dollar Amount of Work: _____

AIP Grant #s: _____

Disadvantaged Group (check one):

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-minority Women <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	

(Complete for each DBE Firm; add additional pages as necessary)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

This contract (and subcontracts) incorporates the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

RIGHTS TO INVENTIONS. (Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT. (Reference 2 CFR § 200 Appendix II(B))

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CLAUSE (Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

STANDARD CONTRACT