



REQUEST FOR PROPOSALS

(C3)RFP E20-070

**Construction Contract Administration and
Inspection Services for**

**JUNEAU INTERNATIONAL AIRPORT
Taxiway A-D1-E**

Issued By:


Greg Smith, Contract Administrator

Date: 7-23-19

Construction Contract Administration and Inspection Services for
Taxiway A-D1-E at
Juneau International Airport
(C3)RFP E20-070

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide construction contract administration and inspection services for the Taxiway A-D1-E project 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 **10:00 a.m., Alaska time on August 6, 2019**. An overview of the Taxiway A-D1-E contract documents will be presented at the pre-proposal meeting, and tours of the project area (if necessary) may be requested to the Project Manager at the 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 the Contract Specialist in the CBJ Engineering Contracts Division, at (907)586-0888, or paula.osborn@juneau.org by 4:30 p.m., August 5, 2019.

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: 5 copies of sealed proposals will be **received until 2:00 p.m., Alaska time on August 27, 2019**, or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. Proposals must be time-stamped by 2:00 p.m. Late proposals will not be accepted and will be returned unopened. 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: <i>RFP E20-070</i></p><p>SUBJECT: CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR TAXIWAY A-D1-E</p><p>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</p></td></tr></table>	<p>RFP NUMBER: <i>RFP E20-070</i></p> <p>SUBJECT: CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR TAXIWAY A-D1-E</p> <p>DATE OF OPENING AT 2:00 P.M. ALASKA TIME</p>
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<p>SEALED PROPOSAL</p>	

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP. The 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 construction contract administration and inspection services for the Taxiway A-D1-E project that is scheduled to begin construction in the Fall of 2019 and extend through the 2020 and 2021 construction seasons. 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 construction contract administration of aviation facilities, essential personal attributes of all consultants providing the requested services include excellent written, graphic, and verbal communication skills, and be an effective collaborative problem-solver.

The Consultant will work with the Owner's Representative (Project Manager), along with project's design team to accomplish the reconstruction of JNU Airport's taxiways in accordance with construction contract BE19-218. These documents are available at <http://www.juneau.org/engineeringftp/engprojects.php>.

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, a float pond with a 4,400 ft. long water lane for pontoon aircraft and multiple helicopter operators operating north of Taxiway A.

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 construction contract administration and inspection 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 Scope of Work

The Taxiway A-D1-E project scope includes: Variable depth milling and bituminous asphalt pavement overlay of the existing Taxiway A, reconfiguration of Taxiway A shoulders, construction of by-pass Taxiway H, relocation of Taxiway D1, realignment of Taxiway E, installation of airfield drainage improvements, taxiway edge lighting modifications, installation of new airfield lighting duct bank, construction of new Airfield Lighting Regulator Vault (ALRV), relocation of existing airfield lighting control equipment and installation of a stand-by generator in the existing SREB facility. Work associated with Taxiway H will include the construction of an extension that is intended to accommodate commercial aircraft by-pass and the milling and bituminous asphalt paving overlay of the existing portion of this taxiway.

This project will be accomplished under an FY19 Airport Improvement Program (AIP) grant for construction, as well as local funding sources.

1.4 Scope of Services

The general Construction Contract Administration (CCA) duties and responsibilities for this project include providing daily observation and inspection of construction activities, and fulfilling the role of Project Engineer as described by the construction contract documents and the Construction Safety and Phasing Plan (CSPP).

The CCA Consultant shall collaborate with the design team of record and the Owner's Representative to oversee all construction contract activities. The CCA Consultant shall provide the following services:

- Daily interface and communications with Airport Safety Officer (ASO), FAA Air Traffic Control, Airport Security, Airport tenants, and other Airport users affected by the project.
- Coordinate with the ASO, FAA Air Traffic Control, FAA Flight Service Center and Contractor as necessary to ensure that Notices To Airmen (NOTAM's) are in place when needed and removed when not.
- In-person attendance at 3 pre-construction conferences and weekly construction progress meetings.
- Prepare agendas, lead, and take minutes of construction progress meetings.
- Prepare agendas, lead and take minutes of Operational-Phasing Safety Meetings as required prior to the start of each work sub-phase and as required through the performance of the Contract.
- Monitor and document the Work performed by the Contractor for compliance with the requirements outlined within the Contract Documents.
- Perform daily on-site observation and inspection of the Contractor's work, and provide written reports of activities in a format agreed to with the Owner.
- Provide special inspections per the IBC.
- Provide materials testing services as required by the Construction Contract.
- Monitor the work and maintain a current status of the materials quantities used and associated cost estimates.
- Monitor the Work for conformance with the Construction Safety Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD).
- Monitor the progress of the Work in relation to the overall project schedule and Work sub-phase plans.
- Coordinate and escort inspections by others that are required by authorities having jurisdiction.

- Monitor status of the Phase 1 and Phase 2 project punch lists as developed by the design team of record.
- Perform project SWPPP monitoring and reporting on behalf of the Owner.
- Develop Contract Change Directives (CCD's) and associated cost estimates. Coordinate each CCD with the design team of record prior to issuance with Contractor. Analyze Contractor fee proposals for reasonableness.
- Trouble-shoot Contractor questions and assist the communication of questions to the design team, and responses back to the Contractor.
- Identify opportunities for construction efficiencies and cost savings (value engineering).
- Assist the Owner with the settlement of disputes.
- Review Contractor's Requests for Payment and recommend payment by Owner.
- Coordination of the Contractor's public notices and similar construction-related notifications to Airport users and the public.
- Provide a high resolution large format vertical aerial photograph of the entire Airport Operations Area (AOA) at the completion of the project.
- CCA Consultant is expected to operate independently, and will need to provide temporary job offices as needed for the duration of the project, either on or near the airport at CCA's consultants' expense. Location of on-site offices to be coordinated with the Owner.

The Design team shall provide the following services:

- Attend pre-construction conferences and construction progress meetings by telephone.
- Receive, review, and approve Contractor submittals.
- Receive, review, and provide responses to Contractor Requests for Information (RFI's).
- Review and approve Contract Change Directives (CCD's) as developed by the CCA Consultant.
- Develop Requests For Proposals (RFP's) and associated cost estimates. Analyze Contractor fee proposals for reasonableness.
- Monitor progress of the work through review of daily field reports, and communicate with Owner and on-site CCA Consultant/Inspectors.
- Assist the Owner in coordinating with, and reporting to, the FAA throughout the construction project and during close-out.
- Conduct periodic site visits to confirm design intent, substantial completion, and final completion. Team will conduct two substantial completion inspections and one final inspection. Team will assemble substantial completion reports and final inspection report.
- Assist the Owner in the settlement of disputes.
- Compile construction record drawings, specifications, and relevant data, and develop as-built project documentation.
- Prepare the final Engineer's Report and other written reports requested by the Owner.

1.5 Project Schedule

A professional services contract for services described in this Request for Proposals is expected to be in place by late August 2019. **Phase 0 Initial Project Start-up** services will begin upon award of the construction contract, which is currently scheduled for late September 2019. **Phase 1** services will be required through the 2020 construction season and **Phase 2** services will be required through the 2021 construction seasons and through the project close-out and warranty phases.

A summary of the construction phasing is as follows:

Phase 0 – Initial Project Start-up: This work phase is to be used by the Contractor to complete the administrative and materials submittal process, to order materials, to mobilize to the site and to begin work on the construction of the Airfield Lighting Regulator Vault (ALRV).

Phase 1: Work to be completed by the Contractor in this phase includes the relocation of Taxiway D1, the rehabilitation and extension of Taxiway H and the completion of the new ALRV.

Phase 2: Work to be completed by the Contractor in this phase includes the realignment of Taxiway E, the rehabilitation of Taxiway A, replacement of the Jordan Creek culvert and airfield lighting improvements.

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) 586-0897

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 construction contract administration 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 weight will be given during proposal evaluation to teams that utilize DBEs. However, Proposers are required to meet the goal of **3.65%** in their proposal by utilizing certified DBEs to provide requested services, OR make a good faith effort to achieve the stated goal. Proposers are **REQUIRED** to review all forms provided and to submit the appropriate form(s) as provided in Attachment 2 – Required DBE Form – Consultant’s Written DBE Commitment with the Proposal.

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 and engineering inspection services

SWPPP and re-seeding monitoring, and similar environmental services

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 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 engineering registration in the State of Alaska is required for this construction contract administration work. The letter of transmittal must include a statement indicating that responsible control of the services of this proposal will be accomplished by a licensed professional engineer. Provide license numbers of firm and/or key personnel.

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 includes construction contract administration services. Describe how your team will provide the requested services noted below.

- a. **Project Approach.** Describe your general approach to working on this airfield construction project. Describe the day-to-day work that will be performed and your

ability to quickly respond to issues. What do you see as challenges for this project and how will you address them?

- b. Collaboration.** Describe your experiences working with Contractors, Design teams, and Owners to collaborate on construction projects. How will you work with all parties and use the expertise of all parties?
- c. Interfacing with Airport Users.** Discuss your approach to maintaining airfield safety, security, and airfield operations throughout construction. How will you proactively work to meet the needs of all airport users?

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 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. Summarize the project budget and schedule for each project, and identify challenges/risks of each project.
- b. History of the Team.** Provide general background information for the 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 3 pages)

- a. Proposed Individuals.** Describe the qualifications of personnel offered for the services of this RFP. 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 construction contract administration services. 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 construction issues, FAA regulations and procedures, and requirements for FAA AIP grant funded projects. Demonstrate individuals' expertise in construction contract 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 consultant's experience with proposed subconsultants or firm personnel that have worked together as an effective 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 Taxiway A-D1-E Project has the following design goals:

- Rehabilitate Taxiway A pavement to address deteriorated pavements while minimizing impacts to airport operations.
- Relocate Taxiway D-1 to address design deficiencies by shifting Taxiway D-1 east.
- Realign Taxiway E to achieve geometric compliance with FAA design standards.
- Construct ByPass Taxiway H to allow the airport Vehicle Service Road (VSR) to be used as a temporary taxiway.
- Rehabilitate taxiway edge lighting system to meet current standards.
- Relocate and modify airport lighting controls, including constructing a new Airport Lighting Regulator Vault (ALRV) as an addition to the existing Snow Removal Equipment Building. The ALRV will include civil, architectural, structural, electrical, mechanical components of work.
- Replace the remaining portion of the Jordan Creek culvert to accommodate fish passage.
- Modify Airfield Drainage to improve water quality related to the airport's long-term storm water and wildlife management goals.

Goals for the Construction Contract Administration services of the project are:

- Maintain safe and efficient airfield operations throughout construction.
 - Perform all services with high level of expertise, especially understanding the unique and specific aspects of JNU's airport operations.
 - Use excellent professional and personal technical, communication, and teamwork skills to be responsive to project needs.
- 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 collaborate with others to meet project milestones and deadlines. What can you contribute to making the construction project run smoothly?
- c. **Risk Reduction.** What is your experience with addressing construction change orders and/or claims that resulted in additional expense to the Owner? What expertise can you offer to help the construction project be completed without substantive disagreements or claims?

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 two persons:

1. Proposed Lead Construction Contract Administration Consultant
2. One additional key project personnel

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

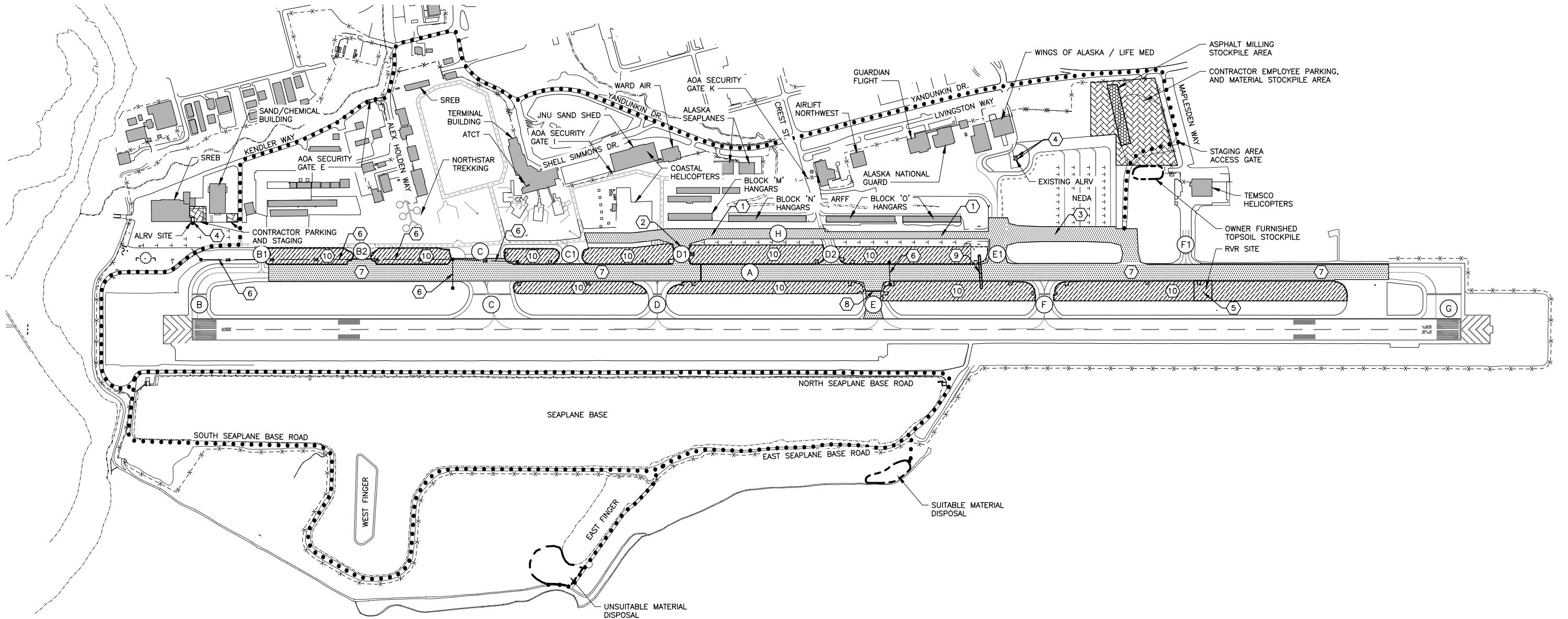
	Possible Points	Score
Scope of Services (section 3.4)		
a. Consultant demonstrates thorough understanding of the requested services, has identified applicable tasks and ability to be responsive, and has identified and addressed project challenges.	0-30	_____
b. Project approach illustrates collaboration with all parties.	0-10	_____
c. The Consultant demonstrates understanding of airport needs during construction.	0-10	_____
History and Experience (section 3.5)		
a. Past projects illustrate success of similar projects.	0-20	_____
b. Firm's background demonstrates expertise in airport construction and FAA requirements.	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. Proposed individuals offer appropriate levels of expertise to accomplish an efficient and effective project.	0-30	_____
b. Proposed personnel demonstrate unique expertise in airport construction and FAA regulations, procedures, and project funding 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 understands the project goals and offers unique perspective and attributes to accomplish the goals.	0-10	_____
b. Consultant offers expertise to accomplish project goals.	0-05	_____
c. Experience in claims management is demonstrated and the Consultant offers expertise to minimize claims risk.	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	_____



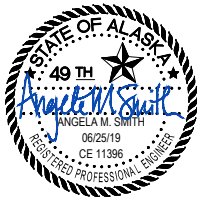
1. CONVERT VEHICLE SERVICE ROAD INTO TAXILANE H
2. RELOCATE TAXIWAY D1
3. EXTEND TAXILANE H
4. CONSTRUCT AIRFIELD LIGHTING REGULATOR VAULT (ALRV), RELOCATE EQUIPMENT FROM EXISTING ALRV. SALVAGE EXISTING ALRV AND GENERATOR ENCLOSURE.
5. CONSTRUCT RVR SITE IMPROVEMENTS
6. CONSTRUCT DUCT BANK
7. REHABILITATE PAVEMENT, REPLACE EDGE LIGHTING
8. REALIGN TAXIWAY E
9. REPLACE JORDAN CREEK CULVERT
10. REGRADE INFIELD DRAINAGES

LEGEND

-  CONTRACTOR STAGING AREA
 CONTRACTOR ACCESS / HAUL ROUTE
 PAVEMENT IMPROVEMENTS
 INFIELD DRAINAGE IMPROVEMENTS 
 TAXIWAY/TAXILANE DESIGNATION

GENERAL NOTES

1. THERE ARE EXISTING UNDERGROUND ELECTRICAL LINES AND COMMUNICATIONS CABLES IN THE FORM OF DUCT BANKS, CONDUITS AND DIRECT BURY CABLES IN THE PROJECT WORK AREAS. THE DESIGN ENGINEER HAS MADE EVERY EFFORT TO IDENTIFY THESE UTILITIES AND TO SHOW THEIR APPROXIMATE LOCATIONS. IT SHALL BE THE EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES AT NO ADDITIONAL COST TO THE OWNER. THIS INCLUDES FAA, AND OTHER UTILITIES THAT MAY OR MAY NOT BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL HAVE EACH CABLE LOCATED, FLAGGED, AND IDENTIFIED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE REPAIR OF ANY DUCT BANK, CONDUIT, AND/OR CABLE THAT IS DAMAGED DURING CONSTRUCTION OPERATIONS. REPAIRS ARE TO BE COMPLETED PER APPLICABLE CONTRACT REQUIREMENTS, CODES, AND STANDARDS. REPAIRS ARE TO BE COMPLETED AT NO ADDITIONAL COST TO THE OWNER.
2. COORDINATION OF CONSTRUCTION ACTIVITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONSTANT COORDINATION BETWEEN THE SUBCONTRACTORS AND THE PROJECT ENGINEER. ALL CONSTRUCTION ACTIVITIES PLANNED BY THE CONTRACTOR SHALL BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER IN ADVANCE OF BEGINNING WORK.
3. CONTRACTOR SHALL REMOVE ALL STOCKPILED MATERIALS AT THE COMPLETION OF THE PROJECT WITHIN THE AOA AS DIRECTED BY THE OWNER.
4. CONTRACTOR SHALL RECLAIM STAGING AREA TO ITS ORIGINAL CONDITION AT THE COMPLETION OF THE PROJECT.



NO.	DATE	REVISION



JUNEAU INTERNATIONAL AIRPORT
JUNEAU, ALASKA
**TAXIWAY A REHABILITATION, TAXIWAY D-1 RELOCATION,
AND TAXIWAY E REALIGNMENT**
CONTRACT No. BE19-218 / A.I.P. NO. 3-02-0133-080-2019
PROJECT LAYOUT PLAN

DATE: 06/25/19
SHEET: C007 OF 233
S-BUILT SHEET:



ATTACHMENT 2: REQUIRED DBE FORM

CONSULTANT'S WRITTEN DBE COMMITMENT

JNU Taxiway A-D1-E CCA SERVICES RFP E20-070

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, Proposers must complete Good Faith Efforts forms, and indicate N/A in Part 2 DBE Signature line (below) and submit this form with your proposal. **This form (and Good Faith Efforts form, if applicable) 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 2: REQUIRED DBE FORM

CITY AND BOROUGH OF JUNEAU

DBE UTILIZATION REPORT

FAA-Funded Contracts - Juneau International Airport

JNU TAXIWAY A-D1-E CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

RFP E20-070

The undersigned hereby certifies on behalf of the Proposer that:

A. It ☐ has ☐ has not met the DBE Utilization Goal for the project. If it has not met the goal, the required documentation of sufficient Good Faith Efforts ☐ is attached hereto.

B. Listed below are the Alaska DOT/PF-certified DBEs to be used in meeting the DBE utilization goal for this project.

To describe "Type of DBE Credit" in the table below, use the following abbreviations: Prime Contractor ("P"); Subcontractor ("SUB"), Service Provider ("SP"), Material Supplier ("MS") or Manufacturer ("MFG"). Identify the creditable dollar amount to be counted toward the goal in the right hand column.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT	TYPE OF DBE CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount \$ _____

Estimated Professional Services Contract Amount \$ _____

Total DBE Utilization as % of Estimated Contract Amount _____ %

DBE Project Goal _____ %

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

()

Date

Phone Number

Questions? Please contact the DBE Administrator at (907) 789-7821.

ATTACHMENT 2: REQUIRED DBE FORM IF GOAL IS NOT MET

DBE CONTACT REPORT

FAA-Funded Contracts - Juneau International Airport

JNU TAXIWAY A-D1-E CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

RFP E 20-070

Proposer must submit this form IF THE DBE UTILIZATION GOAL WAS NOT MET IN YOUR PROPOSAL.

DBE FIRM CONTACTED:

Name _____ Address _____ (_____) _____
Phone Number

SPECIFIC PROFESSIONAL SERVICES TASK: _____

A. INITIAL CONTACT: *(See Instructions on next page)*

1. Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email

2. Person Contacted: _____
Name Title

3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email

☐ Submitted an acceptable proposal. (If bid accepted, *skip to Section D*)

☐ Not interested: Indicate Reason(s): _____

☐ Needs more information: Date Proper provided requested information: _____

☐ Will provide proposal by: Date: _____

☐ Received unacceptable proposal (*complete Section C*)

B. FOLLOW-UP CONTACT:

1. Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email

2. Person Contacted: _____
Name Title

3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email

☐ Submitted an acceptable proposal. (If proposal accepted, *skip to Section D*)

☐ Received unacceptable proposal (*complete Section C*)

☐ Other result: _____

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE PROPOSAL:

1. Were the following Good Faith Efforts made?

a. ☐ Yes ☐ No Identified specific items of professional services tasks when asking for proposal.

b. ☐ Yes ☐ No Informed DBE about the plans, specifications and contract requirements.

2. Was the DBE's bid non-competitive (i.e., more than 10% higher than the accepted subconsultant proposal)? ☐ Yes ☐ No

3. Did the DBE indicate it was unable to perform in some capacity? ☐ Yes ☐ No If "Yes", explain: _____

D. CERTIFICATION: I certify that information provided above is accurate and that efforts to solicit bids were made in good faith.

Signature of Proposer _____ Title _____ Date _____

ATTACHMENT 2: REQUIRED DBE FORM IF GOAL IS NOT MET

INSTRUCTIONS

COMPLETE THIS FORM IF DBE GOAL IS NOT MET IN YOUR PROFESSIONAL SERVICES PROPOSAL.

FIRM CONTACTED:

Enter name, address, and phone number of firm as it appears in the current Alaska DOT&PF DBE directory.

SPECIFIC PROFESSIONAL SERVICES TASK:

Identify the specific task that you requested this firm to furnish.

A. INITIAL CONTACT: (Must be made at least seven calendar days prior to Proposal submission due date.)

1. Date and Method of Initial Contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. Name and Title of Person Contacted: Enter name and title of company representative with whom you corresponded or discussed submitting a bid.
3. DBE's Response: Check the appropriate boxes. If a proposal was received and accepted, skip to section D.

B. FOLLOW-UP CONTACT:

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a proposal or to conclude discussions with a proposal.

1. Date and Method of Follow-up Contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. Name and Title of Person Contacted: Enter name and title of company representative with whom you corresponded or discussed submitting a bid.
3. DBE's Response: Check the appropriate boxes. If a proposal was received and accepted, skip to section D.

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE BID:

Check the appropriate box and provide explanation.

D. CERTIFICATION:

This certification of accuracy and Good Faith Effort by the Professional Services Proposer to solicit proposals from DBEs may be verified by contacting the listed firm. Failure to comply with the provisions of this section is a material breach that may result in failure to award a contract, contract termination, or other remedy as CBJ deems appropriate.

Questions? Please contact the DBE Administrator at (907) 789-7821.

CITY AND BOROUGH OF JUNEAU

SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

FAA-Funded Contracts - Juneau International Airport

JNU TAXIWAY A-D1-E

RFP E20-070

Proposer must submit this form IF THE DBE UTILIZATION GOAL WAS NOT MET IN YOUR PROPOSAL.

Proposer: _____

In the spaces provided below, list all items considered for DBE utilization. If needed, list additional items and comments on reverse side. Attach completed DBE Contact Reports.

(A) Professional Service (Task)	(B) Acceptable DBE Proposal Received? (Yes/No)	(C) Number of DBEs Contacted in Alaska DOT/PF DBE Directory	(D) Number of DBEs that Responded	(E) Number of DBE Proposals Received
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Questions? Please contact the DBE Administrator at (907) 789-7821.



ENGINEERING DEPARTMENT

ATTACHMENT 3

PROFESSIONAL SERVICES CONTRACT

Contract No. (C3) E20-070
For Construction Administration and Inspection Services for
JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E

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.

Attachment 3 – Standard Contract
Contract No. (C3) E20-070 for Construction Administration and Inspection Services for
JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E
with _____

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in 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 _____[put P.E. or AIA if applicable]. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____[put P.E. or AIA if applicable].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 3 – Standard Contract

Contract No. (C3) E20-070 for Construction Administration and Inspection Services for
JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E
with _____

21. INSURANCE REQUIREMENTS. Contractor 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. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

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

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

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

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

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

CITY AND BOROUGH OF JUNEAU

Kimberly A. Kiefer Date
City and Borough Manager

Company name

Name Date
Rank [i.e. President]
email

Approved as to content:

Greg Smith Date
Contract Administrator

CIP Coding: _____

APPENDIX A: SCOPE OF SERVICES
Construction Administration and Inspection Services for
JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E
Contract No. RFP E20-070

See Scope of Services in RFP .

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

The completion date for this project is _____/

**This contract expires on _____, unless an amendment changing this date is
fully executed prior to _____.**

STANDARD CONTRACT

APPENDIX B: COMPENSATION

Construction Administration and Inspection Services for JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E Contract No. RFP E20-070

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

Construction Administration and Inspection Services for JUNEAU INTERNATIONAL AIRPORT Taxiway A-D1-E Contract No. RFP E20-070

The Consultant must provide certification of proper insurance coverage or binder 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 Contractor to maintain the insurance required by this contract. Should any of the below described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Proof of the following insurance is required before award:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The City will be named as an additional insured on this policy for work performed for the City.**

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. **The City will be named as an additional insured on this policy for work performed for the City.**

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