File No. 1939

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

REQUEST FOR PROPOSALS

(C3) RFP E20-196

CONTRACT ADMINISTRATION and INSPECTION SERVICES for

DOUGLAS HIGHWAY WATER MAIN REPLACEMENT PHASE II

Issued by: _____ **Date:** 1-24-2020
Greg Smith, Contract Administrator

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide contract administration and inspection services for the Douglas Highway Water Main Replacement Phase II project being constructed under Contract No. BE20-022.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on February 7, 2020**. Persons interested in submitting proposals are encouraged to attend. A conference call has been set up for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify Caleb Comas in the CBJ Engineering Contracts Division, at 907-586-0878, or email contracts@juneau.org by 4:30 p.m., on February 6, 2020.

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

DEADLINE FOR PROPOSALS: 2 hard copies of the proposal, along with an electronic copy of the Proposal on a Thumb Drive in PDF format in a ***sealed envelope***. The proposal must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time on February 21, 2020, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

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

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

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

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

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

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

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

IMPORTANTNOTICE TO PROPOSER

To submit your proposal:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope**

RFP NUMBER: E20-196

SUBJECT:
CA&I for Douglas Highway Water Main Replacement Phase II

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

SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

2.0 RULES GOVERNING COMPETITION

3.0 PROPOSAL CONTENT REQUIREMENTS

4.0 EVALUATION OF PROPOSALS

5.0 SELECTION AND AWARD PROCESS

6.0 INSURANCE REQUIREMENTS

7.0 JUNEAU PROPOSER POINTS

8.0 PROTESTS

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

EVALUATION RANKING SHEET

ATTACHMENT 1 – STANDARD CONTRACT

1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide contract administration and inspection services for the Douglas Highway Water Main Replacement Phase II project being constructed under Contract No. BE20-022. Copies of the construction bid documents are available from the CBJ Contracts Office or online at: http://www.juneau.org/engineering_ftp/contracts/Contracts.php. Click on Bid Results link and find project.

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

1.2 Scope of Services

The Consultant shall provide contract administration and all necessary inspection for the Douglas Highway Water Main Replacement Phase II project. The Consultant shall ensure that the contractor constructs the work in accordance with the authorized Drawings and Specifications.

The scope of construction work includes: replacement of the ductile and cast iron water mains and associated services with a new 16-inch HDPE water main along Douglas Highway from David Street to Crow Hill CBJ Water Pump Station building adjacent to Gastineau Elementary School. The WORK will also include reconstruction of sanitary sewer manholes, installation of sanitary sewer pipe, removal and replacement of roadway asphalt, concrete and asphalt sidewalk as well as curb and gutter and base course removal and replacement, traffic control, adherence to ADOT and ADEC permit requirements, and other miscellaneous WORK.

Special Requirements

The successful proposer will have experience with pedestrian and traffic control on busy roadways, expertise with ADOT ROW/Utility Permits, ADEC Permits, temporary water systems and neighborhood water shut offs, and public notifications.

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 of full-size drawings and a DVD 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:

- 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. The Consultant shall provide notice to all property owners and the CBJ General Engineering Division when new water or sewer permits are obtainable, after all appropriate cleaning and testing of the lines has occurred.

E. 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. BE20-022 Douglas highway Water Main Replacement Phase II. 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 station s 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 exp0erience 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:

   - The weather

- The number, type and estimated hourly active and standby use of equipment on the project
- The personnel and respective trades (including all subcontractors) onsite, including hours worked
- Work in progress, and specific location of work
- Conflicts and crossing with other utilities, including phone, power, catv, (location and depth)
- Utility personnel on-site, and hours worked; (CBJ and/or private utility companies)
- Visitors on-site
- Subcontractors working on site
- Inspectors on-site
- Problems encountered by the Contractor
- Problems encountered by the inspector
- Inspector's on-site hours
- Pay item quantities installed each day and approximate location
- List of extra work items
- Material testing reports

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

G. The 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:

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

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

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

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

tie layer, etc.)

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

1.3 Completion

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

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

All services shall be completed by December 31, 2020.

1.4 Background

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

1.5 Questions

Questions regarding this proposal should be directed to:

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.

1.6 Standard Contract Language

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

2.0 Rules Governing Competition

2.1 Pre-Proposal

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

2.2 Proposal Development

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

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

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

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

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project.

- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.

- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named, their roles within the project clearly identified and the specific hourly rate or job class that each of the key personnel will be billed for this project. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.

- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, that were worked on by the people proposed for this project.

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

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

- Licenses: Professional Engineering registration in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

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

- o Juneau Proposer according to SECTION 7.0.

- o Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

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

4.2.1 Proposed Method to Accomplish the Project

a. Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

a. Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.
b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.2.3 Relevant Experience and Past Record of Performance

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

4.2.4 Firm's Hourly Rates

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

4.2.5 Quality of the Proposal

Is proposal clear and concise? Is proposal responsive to the needs of the project? Evaluation will include the clarity and professional quality of the document(s) submitted.

4.2.6 Juneau Proposer according to **SECTION 7.0**

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

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. ***Note:*** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than ***seven business days*** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

PROPOSAL EVALUATION FORM CONSULTING FIRM:_____

Section	Criteria - Per SECTION 4.2 of RFP	Weight (%)	Outstanding (10 points)	Adequate To Good (6 or 8 points)	Marginally Acceptable (3 or 4 points)	Unacceptable (0 or 1 point)	Sub Total
4.2.1	Proposed Method to Accomplish the Project.	25					
4.2.2	Organization, Capacity of Firm and Personnel Qualifications						
a.	Organization and ability to perform services within desired schedule	20					
b.	Experience of proposed personnel and scale of involvement.	20					
4.2.3	Relevant Experience and Past Record of Performance	20					
4.2.4	Proposed Hourly Rates	5					
4.2.5	Quality of Proposal	5					
4.2.6	Juneau Proposer (per Section 7.0)	5					
GRAND TOTAL							

Scoring
No scores using 2, 5, 7, 9
Outstanding = 10
Adequate to Good = 6 or 8
Marginally Acceptable = 3 or 4
Unacceptable or Poor = 0 or 1
Juneau Proposer Points Awarded by Contracts Division = 10 or 0 points
Maximum Score Achievable = 1,000

Evaluator _____ Rank_____ Date_____

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT
CONTRACT ADMINISTRATION and INSPECTION SERVICES for
DOUGLAS HIGHWAY WATER MAIN REPLACEMENT PHASE II
Contract No. RFP E20-196

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____company name_____ whose address is _____phone and fax__ ("Consultant").

Witnesseth:

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

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

Now, Therefore, the parties agree as follows:

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

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

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

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

STANDARD CONTRACT

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

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Paul Beck. 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.

AWARD CONTRACT

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

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

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

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

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

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

21. INSURANCE REQUIREMENTS. 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.

STANDARD CONTRACT

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

CITY AND BOROUGH OF JUNEAU

_____

Duncan Rorie Watt Date
City and Borough Manager

Company name

_____

Name Date
Rank
email

Approved as to content:

_____

Greg Smith Date
Contract Administrator

414900101-750540220

APPENDIX A: SCOPE OF SERVICES
CONTRACT ADMINISTRATION and INSPECTION SERVICES for
DOUGLAS HIGHWAY WATER MAIN REPLACEMENT PHASE II
Contract No. RFP E20-196

The Consultant shall provide contract administration and all necessary inspection for the Douglas Highway Water Main Replacement Phase II project. The Consultant shall ensure that the contractor constructs the work in accordance with the authorized Drawings and Specifications.

The scope of construction work includes: replacement of the ductile and cast iron water mains and associated services with a new 16-inch HDPE water main along Douglas Highway from David Street to Crow Hill CBJ Water Pump Station building adjacent to Gastineau Elementary School. The WORK will also include reconstruction of sanitary sewer manholes, installation of sanitary sewer pipe, removal and replacement of roadway asphalt, concrete and asphalt sidewalk as well as curb and gutter and base course removal and replacement, traffic control, adherence to ADOT and ADEC permit requirements, and other miscellaneous WORK.

STANDARD CONTRACT

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

The completion date for this project is December 31, 2020.

This contract expires on June 30, 2021, unless an amendment changing this date is fully executed prior to June 30, 2021.

APPENDIX B: COMPENSATION
CONTRACT ADMINISTRATION and INSPECTION SERVICES for
DOUGLAS HIGHWAY WATER MAIN REPLACEMENT PHASE II
Contract No. RFP E20-196

Amount of Payment

Lump Sum

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

Time and Materials

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

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

The total Contract amount shall be $

STANDARD CONTRACT

Method of Payment

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

Consultant Invoice Requirements

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

Compensation Based on Time and Materials

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

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

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

Compensation for expenses shall be an amount equal to reimbursable expenses approved in

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

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

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

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

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

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

- Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- Per diem meal allowance shall be: $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.

STANDARD CONTRACT

APPENDIX C: INSURANCE REQUIREMENTS
CONTRACT ADMINISTRATION and INSPECTION SERVICES for
DOUGLAS HIGHWAY WATER MAIN REPLACEMENT PHASE II
Contract No. RFP E20-196

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.

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

STANDARD CONTRACT

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

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.