File No. 2720

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

REQUEST FOR PROPOSALS

(C3) RFP E27-170

DESIGN SERVICES FOR
AUKE BAY WASTEWATER TREATMENT PLANT UPGRADES

Issued by: Stevie Gawryluk **Date:** 11/25/2026

Stevie Gawryluk, Contract Administrator

Design Services for
AUKE BAY WASTEWATER TREATMENT PLANT UPGRADES
(C3) RFP E27-170

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide design services for the Auke Bay Wastewater Treatment Plant Upgrades project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **11:00 a.m., Alaska time on December 1, 2026.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate shall request the call-in information from the CBJ Finance Contracts Division by emailing contracts@juneau.gov by **2:00 p.m. on November 30, 2026.**

QUESTIONS REGARDING THIS RFP: Stevie Gawryluk, Contract Administrator, contracts@juneau.gov is the sole point of contact for all issues pertaining to this procurement. The deadline for questions is **2:00 p.m. on December 4, 2026**.

NOTICE TO PROPOSERS: The Finance Department only accepts proposals submitted electronically, through Public Purchase. All addenda and information items will be delivered via Public Purchase. Information regarding Public Purchase, a free e-procurement service, can be found at the following links: https://juneau.org/finance/purchasing/bids-rfps and http://www.publicpurchase.com/

DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase **prior** to **2:00 p.m. Alaska Time on December 16, 2026**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The Procurement Division will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, **regardless of cause**. No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the Procurement Division. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS

City and Borough of Juneau, Procurement Division
155 Heritage Way
Juneau, AK 99801

The CBJ Procurement Division's phone number is 907-586-5215.

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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.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide process recommendations and engineering design services for upgrades to the Auke Bay Wastewater Treatment Plant (ABTP).

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

1.2 Scope of Services

Background:
The ABTP is a flow-through wastewater treatment plant installed in the late 70s, with a large expansion in the late 1990s. The original multichambered tank and associated equipment is corroded and near the end of its life. *The plant averaged 50,000 GPD influent flow in 2019.*

The Consultant shall:

- Review as-built drawings and condition assessment reports.
- Investigate the existing condition and configuration of the ABTP.
- Collaborate with CBJ utility representatives.
- Provide recommendations for suitable replacement treatment process technology options considering: the site's spatial constraints; reuse (or not) of existing "good" tank and other serviceable existing equipment; current treatment capacity and expected future growth; constructability of upgrades given the requirement to maintain continuity of treatment; staffing impacts and O&M costs.
- Provide conceptual construction phasing plan that ensures continued treatment.
- Assist CBJ in the selection of the preferred upgrade options.
- Provide predesign technical memo summarizing options to be shared with CBJ plant operators.
- Provide 35% conceptual drawings with cost estimates for options.

At CBJ's option, the scope of services may be amended to include:

- Full design of the CBJ's preferred options
- Production of bid-ready construction documents including plans, specifications and engineer's estimate
- Permitting assistance
- Bidding assistance
- Construction contract administration and inspection services.

The site of the work is the Auke Bay Wastewater Treatment Plant, 11825 Glacier Hwy, Juneau, AK.

General Design Requirements

A. The Consultant shall conduct at least two (2) design workshops in coordination with the CBJ Engineering Department Project Manager. The initial workshop will be to scope the project, with the second meeting at approximately 35-percent design completion. The Consultant shall coordinate with the affected CBJ User Department's Division supervisor(s) to ensure the design is responsive to the City's needs. Additional design may be required after initial planning and will be added by amendment.

B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.

C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City.

D. Given the extreme volatility in the construction materials and labor markets, the consultant shall provide documented correspondence from pump and electrical components and other long lead time and/or specialty items that could impact schedule and cost. Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, this information shall be presented with the project estimates, expected at 65%, 95% and final, bid ready documents.

E. Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, the Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).

F. If requested by the CBJ Engineering Department, the Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Assembly, or their subcommittee, if directed by the CBJ Engineering Department.

G. If requested by the CBJ Engineering Department, the Consultant shall contact the local residents affected by the project in order to keep them informed of the project and to address their concerns. Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, the Consultant shall attend at least one public meeting to discuss the project with local residents.

H. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.

I. If requested by the CBJ Engineering Department, the Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.

J. If requested by the CBJ Engineering Department, the Consultant shall assist the CBJ Engineering Department in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design. The Consultant shall notify the CBJ Engineering Department early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required by the CBJ Project Manager.

K. If the project design includes the demolition, construction, or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.

L. The Consultant shall provide consulting services through the bid and award phase to answer questions referred to by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Engineering and Finance Departments, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.

M. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.

N. Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, bid-ready drawings and technical specifications shall be submitted as described below.

O. The Consultant shall utilize an internal, proven quality control program for documents presented to the Client at all submittal levels, including consolidated document plan review and corrections with documents from all disciplines integrated and reviewed, prior to submittal.

Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. The CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, the CBJ will prepare Division 0 – Bidding and Contract Requirements portion of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

  Section 00005 – Table of Contents (include Drawing index)
  Section 00310 – Bid Schedule
  Section 00852 – Permits
  Section 00853 – Standard Details
  Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

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

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

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

- Should the project proceed beyond the 35% design phase and the Contract be amended to authorize additional design services, bid-ready construction documents

shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted and clearly labeled as to its contents.

- One set of 8 ½"X11" print-ready (hard copy) technical specifications
- One set of 11"X17" print-ready (hard copy) signed, stamped drawings.
- Electronic copy of technical specifications in Word and PDF format
- Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11"X17" paper.

- The font size on the 11"X17" drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

  All electronic documents shall be created using AutoCAD 2020 and Word 2016. If a more current version of AutoCAD is used to create drawings, all files need to be saved to AutoCAD 2020 and Word 2016. The DWG files shall be saved in a manner such that an 11"X17" size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All "plot style" configuration files required to produce an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 Completion

The Consultant's services for the design recommendations shall be completed by March 31, 2027

1.4 Background

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

1.5 Questions

Questions regarding this proposal should be directed electronically to Stevie Gawryluk at contracts@juneau.gov or on Public Purchase.

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. Proposals shall be retained for the official files of the Engineering and Finance Departments and will become public record after announcement of the successful 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 no later than the date and time specified in the cover letter. 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 the 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. The proposer shall provide detail on their internal QA/QC program and should provide examples of internal review of plans assembled with multiple disciplines and consultants.

- 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 staff proposed for this project.

- Firm's Hourly Rates: Evaluation will be conducted on Proposers inclusion of hourly rates. If the Proposer chooses to submit a rate schedule, rates are to include the hourly rates of pay for any personnel who may 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 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.

- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may

result in the proposal being considered non-responsive and subject to rejection.

- 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 presented in an effort to delineate which 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.

Section	Criteria	Criteria Weight
4.2.1	Proposed Method to Accomplish the Project.	
a.	Proposer exhibits a complete understanding of the project and requested deliverables.	10%
b.	Proposer identified general or specific problems within the design area and provides solutions and improvements related to the project.	10%
c.	Proposer's quality assurance and control program.	10%
4.2.2	Organization, Capacity of Firm and Personnel Qualifications	
a.	Organization and the ability to perform services within desired schedule.	10%
b.	Proposer's experience and performance with similar projects, with specific examples.	10%
c.	Proposer's ability to effectively interact with affected members of the public or other stakeholder groups.	10%
4.2.3	Relevant Experience and Past Record of Performance	
a.	Team member/personnel qualifications.	10%
b.	Firm's ability to provide complete deliverables at requested deadlines.	10%
c.	Past record of performance and willingness to be accountable for and address design oversights and conflicts in a timely manner.	10%
4.2.4	Firms Hourly Rates Submitted	5%
4.2.5	Quality of Proposal	5%
GRAND TOTAL		100%

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.

4.0 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.

5.0 INSURANCE REQUIREMENTS

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

6.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Procurement 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 Procurement Division, 155 Heritage Way, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law-department.

7.0 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) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT
Design Services For
Auke Bay Wastewater Treatment Plant Upgrades
Contract No. RFP E27-170

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.

STANDARD CONTRACT

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

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

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

CONTRACT

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.

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. 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

_____

Katie Koester Date
City and Borough Manager

Company name

_____

Name Date
Rank [i.e. President]
email

Approved as to content:

_____

Stevie Gawryluk Date
Contract Administrator

419900101 761200120 5390

CONTRACT

APPENDIX A: SCOPE OF SERVICES
DESIGN SERVICES FOR
AUKE BAY WASTEWATER TREATMENT PLANT UPGRADES
Contract No. RFP E27-170

Scope of Services

Background:
The ABTP is a flow-through wastewater treatment plant installed in the late 70s, with a large expansion in the late 1990s. The original multichambered tank and associated equipment is corroded and near the end of its life. The plant averaged 50,000 GPD influent flow in 2019.
The Consultant shall:

- Review as-built drawings and condition assessment reports
- Investigate the existing condition and configuration of the ABTP.
- Collaborate with CBJ utility representatives.
- Provide recommendations for suitable replacement treatment process technology options considering: the site's spatial constraints; reuse (or not) of existing "good" tank and other serviceable existing equipment; current treatment capacity and expected future growth; constructability of upgrades given the requirement to maintain continuity of treatment; staffing impacts and O&M costs.
- Provide conceptual construction phasing plan that ensures continued treatment.
- Assist CBJ in the selection of the preferred upgrade options.
- Provide predesign technical memo summarizing options to be shared with CBJ plant operators.
- Provide 35% conceptual drawings with cost estimates for options.

At CBJ's option, the scope of services may be amended to include:

- Full design of the CBJ's preferred options
- Production of bid-ready construction documents including plans, specifications and engineers estimate
- Permitting assistance
- Bidding assistance
- Construction contract administration and inspection services.

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

The Consultant's services for the design recommendations shall be completed by March 31, 2027.

This contract expires on December 31, 2027, unless an amendment changing this date is fully executed prior to December 31, 2027.

CONTRACT

APPENDIX B: COMPENSATION
DESIGN SERVICES FOR
AUKE BAY WASTEWATER TREATMENT PLANT UPGRADES
Contract No. RFP E27-170

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).
- Daily hotel rate shall be $_____ (this will depend on season & location).
- 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.

CONTRACT AWARD

APPENDIX C: INSURANCE REQUIREMENTS
DESIGN SERVICES FOR
AUKE BAY WASTEWATER TREATMENT PLANT UPGRADES
Contract No. RFP E27-170

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.

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 million dollars ($1,000,000.00) per injury, and one million dollars ($1,000,000.00) 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.

SOLICITATION AWARD