

**CITY OF BETHEL**

**BETHEL, ALASKA**



**REQUEST FOR PROPOSALS**

**Municipal Engineer and Planning Services**

**City will accept proposals from August 21 to September 13, 2017**

**Deadline for Questions/Protests: September 1, 2017 @ 3pm AST**

**Proposal Opening (Due) Date: September 13, 2017**

**Proposal Opening (Due) Time: 4:00 pm Alaska Time**

**Proposal Opening Place: City Hall  
300 State Highway  
Bethel, Alaska 99559**

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## Section 1 – Introduction

### Objective

The City of Bethel is soliciting sealed proposals for the purpose of selecting a qualified firm or firms to provide civil engineering and professional planning consulting services for the City on an as-needed basis.

### Introduction

The City has a diverse need of engineering and planning services. The City is involved in a number of projects, including, but not limited to, subdivision planning and review; platting; zoning; street maintenance; street design; sewer lagoon dredging; sewer lagoon rehabilitation; port expansion; development of an institutional corridor; reviewing requests for cell tower and wind tower applications, etc.

The selected firm(s) will be expected to have all applicable licenses and experience to perform the necessary services. For projects outside the scope of expertise of the chosen firm(s), familiarity with and a strong referral base with other Alaska engineering firms will be essential.

### Background Information

The City of Bethel is a second class city in which the City Manager is the principal administrator with full signature authority. The City Manager reports to seven City Council members. The Council elects the Mayor and Vice-Mayor from among its members. All council member positions are volunteer positions.

The City of Bethel occupies 44 square miles and is located about 75 miles inland from the Bering Sea on the Kuskokwim River. Bethel, with a population of 6,278 residents, is a regional hub for people living in the Yukon River and Kuskokwim River delta area. Two airlines provide year-round daily transportation from Anchorage to Bethel. Bethel has 36 miles of roads. The State of Alaska maintains 18 miles of paved roads and the City maintains 18 miles of gravel roads.

The City has the following nine departments, each with a department director: Police, Fire, Port, Planning, Administration, Finance, Public Works, Swimming Pool, and Information Technology. Any of these departments may need an engineer, but the primary departments that need engineering services are: Public Works, Planning, and Port. Some of the Departments may need the assistance of a Planner.

The Public Works Department contains the following divisions: Property Maintenance, Vehicle & Equipment Maintenance, Hauled Utilities (water and sewer services), Utility Maintenance (piped water and sewer services), and Streets and Roads. The City has approximately 30 buildings that it maintains, 17 water and sewer trucks, 25 pickup trucks and cars, two water treatment plants, above-ground insulated water and sewer pipes to 420 buildings, a 67-acre sewer lagoon, and a 17-acre landfill.

The Streets and Roads Division maintains 18 miles of gravel roads, road shoulders, driveways, and City building parking lots. The Division is responsible for snow removal and the application of sand or salt for traction in the winter. In the summer, the division must repair potholes and spray water on the roads to keep the dust down.

The Port of Bethel operates and maintains the City Dock for cargo, Petro Port for offloading petroleum products, Seawall, small boat harbor, and floatplane landing beach. The City Dock uses 8 acres to handle 400+ dockings a year, including nine barges a summer from Anchorage and Seattle. The Petro Port off-loads 12 million gallons of fuel a year for Crowley Marine and Delta Western to store in the 15-million-gallon tank farm. The majority of seawall was constructed of pipe piles driven into the bottom of the river, welded together, and anchored underground. Other sections contain sheet piling.

The Planning Department oversees and approves all site plan permits in town; approves all plat applications; all subdivision agreements; all requests for lot-line adjustments, easements, variances, etc.

The City of Bethel also owns and operates an indoor 6-lane swimming pool housed in a state of the art facility containing a fully equipped gymnasium.

## **Section 2 – Instructions to Respondent**

### **A. Questions or Clarifications**

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before **September 1, 2017 at 3:30 P.M. (AST)** and should be addresses as follows: Engineer RFP and emailed to [jchevigny@cityofbethel.org](mailto:jchevigny@cityofbethel.org).

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [jchevigny@cityofbethel.org](mailto:jchevigny@cityofbethel.org) by the deadline listed above.

### **B. Protests**

Protests regarding any alleged improprieties or ambiguities in this request for proposals document must be filed with the purchasing agent no later than **September 1, 2017 at 3:00 pm** AST. Information on how to file a protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: [www.cityofbethel.org](http://www.cityofbethel.org).

### **C. Addenda**

All interpretations or corrections, as well as any additional RFP provisions that the City may decide to include, will be made into an official addendum and posted on the City's website: [www.cityofbethel.org](http://www.cityofbethel.org) for all parties to download.

It shall be the Respondent's responsibility to ensure that they have received all addendums before submitting a proposal. Any addendum issued by the City shall become part of the RFP and incorporated into the proposal.

Each Respondent must, in its proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

The City will be bound by written addenda, not by oral responses to inquiries.

### **D. Conflict of Interest**

All City of Bethel employees and Bethel City Council members adhere to and follow a Conflict of Interest Policy prohibiting them from directly or indirectly participating in a procurement contract, if the city employee or council member knows, or should reasonably know that:

1. The city employee or council member or any member of the city employee's family has a financial interest pertaining to the procurement contract.
2. Any other person, business, or organization with whom the city employee or council member or any member of their immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Violation of this policy by any Respondent is automatic grounds for disqualification of a proposal and/or a breach of contract.

### **E. Inducement**

All City of Bethel employees and Council Members adhere to and follow the Conflict of Inducements Policy that prohibits gratuities or offers of employment in connection with a decision, approval, disapproval, or recommendation regarding any matter which affects the City or which the City is negotiating. Any attempt by a Respondent to violate this policy is automatic grounds for disqualification of a proposal.

### **F. Non-Collusion**

Evidence of collusion or other anticompetitive practices among Respondents shall be grounds for disqualification.

**G. Debarment**

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and/or declared ineligible or voluntarily excluded from participation in any transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

**H. Local Preference**

This Request for Proposals is eligible for local bidder preference as outlined in the Bethel Municipal Code (BMC), Section § 4.20.060. Respondents claiming the preference for scoring purposes must expressly state so in their proposal and must demonstrate full compliance with all of the requirements set out in BMC §4.20.060.

**I. Good Standing**

According to the Bethel Municipal Code 4.20.070: “No procurement contract may be awarded to a person, group, organization, or entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due owing, or otherwise obligated to the City which is not remedied within ten (10) business days of notice to the selected bidder. See Bethel Municipal Code on City website ([www.cityofbethel.org](http://www.cityofbethel.org)).

**J. Non-Discrimination**

The City will not contract with any persons or entities that discriminate against employees or applicants for any reason other than those related to job performance. All prospective Respondents will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, creed, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, change in marital status, pregnancy, parenthood, disability status, genetic information, political affiliation or status as a disabled veteran.

**K. Proposal Submission**

All proposals are due and must be delivered to the City Procurement office on or before **September 13, 2017 at 4:00 pm AST**. Proposals submitted late or via oral, telephonic or telegraphic means **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal and four (4) additional Proposal copies. Only one (1) copy of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondent’s sealed proposal.

Proposals may be delivered either by hard copy or by electronic submission.

**1) Hard Copy Submissions**

Proposals submitted in hard copy form must be in a sealed envelope marked: **RFP for Engineering Services** and then list Respondent’s name, address and phone number.

Mail\* completed proposal packages to:  
Jim Chevigny, Purchasing Agent  
City of Bethel  
PO Box 1388  
Bethel, AK 99559-1388

Deliver\* to:  
Jim Chevigny, Purchasing Agent  
City of Bethel  
City Hall / 300 State Highway  
Bethel, AK 99559-1388

\* NOTE: This is **rural Alaska**. Mail is unpredictable and weather dependent. So is UPS, Fed-Ex, DHL, etc. Plan to submit the documents a few days early to ensure on time arrival. Even if mailed on time, there is no guarantee it will be received and in the City's possession by the deadline if sent too close to the deadline.

## 2) Electronic Submissions

Proposals may be submitted by email or facsimile. Proposals submitted electronically must be in either MS Word format or PDF format and sent by email to Jim Chevigny, Purchasing Agent at [jchevigny@cityofbethel.net](mailto:jchevigny@cityofbethel.net) or (907) 543-5294. The subject line of the email or fax must read: **RFP for Engineering Services**. The City is **not** responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City **will not** send an acknowledgment receipt of the proposal.

### L. Proposal Format

Proposals should respond directly to the evaluation criteria set out in this RFP. Material other than that requested is not required or desired. Clarity and brevity are encouraged. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Proposals should strive not to exceed twenty (20) pages. A page is defined as a standard 8 ½" x 11" paper. Larger sheets are strongly discouraged unless critical to the Respondent's presentation. Larger sheets will count as two (2) pages.

Proposals must not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposals and separate fee proposals must be clearly marked: **RFP for Engineering Services**.

### M. Withdrawal or Correction of Proposals

Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.

### N. Duplicate Proposals

The City will only accept one (1) Proposal per Respondent, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple Proposals are received from the same Respondent, all proposals from the Respondent will be rejected. Multiple proposals indicate proposals that differ in substance, not the required copies of the proposal.

**O. Proposal Terms and Requirements**

Proposals must be signed in ink by an official authorized to bind the Respondent to its provision for at least a period of one hundred eighty (180) days from the date this RFP is due. Failure of the successful Respondent to accept the obligation of the contract may result in the cancelation of an award.

**P. Interview**

The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project but no more than six (6) members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded or taped by the Evaluation Team.

If the City chooses to interview any Respondents, the interviews will be held **September 20 and 21, 2017**. Respondents selected for interview will be expected to be available that week. Respondents will have the choice to conduct their interviews via telephone, Skype or face-to-face.

**Q. Contract**

Consultants selected to do business with the City of Bethel will be required to execute the City's standard Professional Services Agreement with the City (a sample agreement is included with this RFP). Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Section 27 of the sample contract. **Any requests to revise, amend, or change** the language of either the Professional Services Agreement or the insurance requirements must be stated in writing in the proposal. The Professional Services Agreement will be for the overall as-needed services and will reflect the fixed general costs for the approximately five (5) years of service. It is expected the Scope of Services will be amended per project as will the total price per project.

**R. Contract Commencement.**

Commencement of a contract shall not begin until all necessary documents are received and reviewed; and all City approvals have been completed, including City Council approval. Commencement of a contract without these requirements will be at the Respondent's sole risk and not compensated by the City.

**Section 3 – Selection Criteria**

Responses to this RFP will be evaluated using a point system as described in Section 7. The evaluation will be completed by a Selection Committee composed of staff members from various units of the City.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, Respondents are to be interviewed. Respondents' fee proposals will only be opened for Respondents selected for interview, if the City elects to conduct interviews.

During interviews, selected Respondent(s) will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan, and fee proposal during the interview process. The City of Bethel further reserves the right to interview the key personnel anticipated to be assigned if the firm is selected. To decide the most qualified, capable and cost-effective Respondent, the Section Committee will evaluate the proposal(s) and interview(s) using the point system outlined in Section 6 below.

#### **Section 4 - Reservation of Rights**

The City reserves the right to reject any and all proposal, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response, shall be documented and included as part of the final contract.

The City reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject all Proposals or alternative Proposals in whole or in part and to waive any irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal, which it determines to be unresponsive and/or deficient in any of the information requested within the RFP.

The City reserves the right to determine whether the scope of the services will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

All proposals become the property of the City of Bethel, whether awarded or rejected.

The accepting and opening of a proposal document does not constitute the City's acceptance of the Respondent as a responsive and responsible Offeror. By accepting and opening of a proposal, the City presumes the Respondents are familiar with the procurement documents and agree and understand all requirements in this document.

The selected Respondent will be required to provide the City an IRS form W-9.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all taxes that may be applicable to this work.

#### **A. Discussion:**

Discussion with Proposers may commence after the opening of all proposals to further clarify and or assure full understanding of solicitation requirements.

**B. Public Disclosure.**

All information in Respondent’s Proposal is subjected to disclosure under the provisions of Alaska’s Public Records Laws (AS 40.25.100 et seq.) and corresponding provisions of the Bethel Municipal Code (BMC § 2.40). These laws and ordinances also provide for the complete disclosure of contracts and attachments thereto except as expressly exempted under Law.

**C. Confidentiality and Proprietary Information.**

If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after a contract is issued. The omitted copy will remain on file and part of the RFP documents for future use or records requests. If the City disagrees that information marked “proprietary” is actually confidential or proprietary, the City shall give written notice of the disagreement to the Proposer and will provide the Proposer an opportunity to justify why the item is proprietary or confidential.

**D. Cost Liability.**

The City of Bethel assumes no responsibility or liability for costs incurred by a Respondent prior to execution of a Professional Services Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the proposal.

**Section 5 – Scope of Services**

**A. Introduction**

The City of Bethel is requesting proposals from professional firms able to provide a variety of engineering and planning services required by the City and to assist the City as needed. The engineering and planning services desired include, but are not limited to, preparation of plans, specifications and estimates of costs for construction projects, detailed studies on specific items, conducting investigations, preparation of reports, land surveying activities, construction inspection, marine construction, and construction contract administration.

**B. Description**

Civil Engineering, planning and consulting services to be provided may include:

1. Preparation of plans and specifications for construction projects varying in complexity, for a portion or the entire project. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid assistance, construction inspection and project management.

2. Preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, water and sewer infrastructure impact costs, and construction feasibility studies.
3. Preparation of Permit Applications for public water and sewer construction; landfill disposal; Preliminary Engineering Reports; Environmental Reports; etc.
4. Coordination, facilitation, and/or attendance at project-related meetings, such as pre-bid, pre-construction and project progress meetings.
5. Construction administration and engineering, including, but not limited to, review and approval of material submittals, daily construction observation and documentation, coordination of contractor's work and preparation of Engineer's Certificates.
6. Surveying activities including, but not limited to topographic survey, title search, easement legal description preparation, staking and cut-sheet preparation.
7. Review of proposed subdivision plans for compliance with Bethel Code, State and Federal Laws and generally accepted practices.
8. Review of as-builts; architectural plans; other engineering reports; site plan permit applications and other planning or construction related documents.
9. Review of and assistance with easements; rights-of-way; lot line adjustments; zoning; and other planning related matters.
10. Review of Army Corp. of Engineer projects; seawall maintenance; harbor dredging; and other marine projects.
11. Assist with obtaining and/or reviewing easements and rights-of-way.
12. Perform Cost/Benefit Analysis, especially for use in applying for grants.
13. Perform Life Cycle Cost Analysis.

**C. Sample Tasks**

1) **Construction Projects**

Engineering or project management services as requested on public works projects including, but not limited to sanitary sewer, storm sewer, water mains, street paving,

sidewalks, drainage projects, and building repairs in accordance with City and State standards and procedures.

## 2) Topographic Survey

Perform various topographical surveying tasks as requested for the preparation of civil engineering construction plans. The desired surveying services will include, but not be limited to the gathering of topographical survey data and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans.

## 3) Plans and Specifications

Preparation of plans and specifications which may include preliminary reports, identification of alternatives, cost estimates and contract documents. The consultant shall may also be required to secure all necessary permits from all approving agencies including, but not limited to the Alaska Department of Environmental Conservation (ADEC) and the Army Corp. of Engineers (Corp.).

## 4) Supervision and Administration

Any contract administration work shall require the performance of all general field services required on construction projects such as construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

## 5) Supervision and Inspection

Engineering supervision and full time inspection services may be requested on construction work. When those services are requested, sufficient personnel as agreed upon by the City shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by the City.

Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications and may include:

- a) Providing inspection personnel that possess the necessary, current accreditations consistent with industry standards;
- b) Thorough review of the plans and specifications, and other project related documents prior to construction start up;
- c) Daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure and document the work;
- d) Daily communication with the contractor advising of needed corrections to the work – i.e. traffic control, soil erosion device maintenance, etc.;
- e) Daily communication with the survey crew(s) to obtain proper interpretation of

- stakes and coordinate daily staking needs;
- f) Daily communication with testing personnel to properly sample and test the materials and work;
  - g) Attend progress/planning meetings, either by telephone or in person as requested;
  - h) Inspect materials to be used in the work, verifying they meet the project specifications;
  - i) Document material usage and quantities on Daily Observation Reports;
  - j) Review/inspect the Contractor's equipment to confirm it meets the project specifications and document the specific type and amount of equipment used on the Daily Observation Reports;
  - k) Inspect the Contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements, etc., of the specifications and document this on Daily Observation Reports;
  - l) Inspect and document that the work is performed and completed to the lines, grades and elevations required by the project plans and specifications;
  - m) Document daily Contractor workforce and weather conditions on the Daily Observation Reports;
  - n) Document daily Contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including private utilities, City forces, adjacent property owners, etc., on the Daily Observation Reports;
  - o) Where possible, measure final work as it's done by the contractor, calculate quantities and document this on the Daily Observation Report;
  - p) If applicable, Conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area;
  - q) Conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area, as needed (if applicable);
  - r) Provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed;
  - s) Perform and document NPDES inspections at the required frequencies, suspend any work and/or reject any materials not conforming to the contract requirements;
  - t) Perform and document wage rate interviews on State and Federally funded projects;
  - u) Document changes, extra work, "revisions to" notes, etc. on the plans provided to the inspector to assist in preparation of "as built" plans;
  - v) Develop and maintain the project "punch list";
  - w) Keep all needed force account documentation, as required.

## 6) As-Built Construction Plans

The specific tasks associated with the development of the “as-built” plans include:

- a) Obtaining “original” electronic format contract plans from the City or Contractor;
- b) Documenting all plan changes, extra work, “revisions to” notes, etc. as project work progresses;
- c) Collecting and confirming all field changes, developing the appropriate “as-constructed” notes;
- d) Developing/drafting the “as-built” drawings, reviewing and approving the “as-built” plans.

The “as-built” plans will conform to the City’s Standard Specifications and will be provided to the City on CD or other approved media. As-built plans shall be provided within one month of completion of a project.

## 7) Planning

Review or assist in the review of applications for cell towers and wind turbines. Review or assist in the review of applications for commercial and residential site plan permits, looking for compliance with in-fill, the Bethel Municipal Code, and other agencies such as the State Fire Marshall and/or the Army Corp. of Engineers, as applicable. Assisting or substituting for the City Planner on the review and approval of proposed subdivision Plats, subdivision agreements, zoning changes, variance requests, and other Planning matters.

## 8) Marine Projects

Provide structural reports on various areas of the Port Facilities such as the Small Boat Harbor, the Petro Dock, or the Main Port. Provide Concept Plans. Review and supervise Harbor Dredging projects, including the procurement of Army Corp. of Engineer permitting and the disposal of the dredge materials.

# Section 6 – Respondent Requirements

## A. General Requirements

1. Ability to work effectively with the City’s staff with respect to any of the civil engineering and planning services required by the City.
2. Ability to work effectively with the public and regulatory agencies.

3. The ability to function in a support role to the City staff. The consultant's services may be utilized for civil engineering and/or planning activities that exceed the staffing level or expertise of the City staff.
4. The ability meet deadlines.

## **B. Minimum Requirements**

In keeping with the objective, description, the requirements, and the Respondent's tasks as previously indicated in this Request for Proposal, the Respondents submitting proposals shall outline, in detail, the manner in which Respondent shall work with the City to fulfill the City's needs.

The outline, at a minimum, shall address:

1. Staffing and personnel.
2. Communication and coordination.
3. Compatibility with City's standards, goals and objectives.
4. Working relationship between Respondent and City staff.
5. Information which will assist the City to determine the Respondent's capability of performing the work.
6. Detailed scope of services to demonstrate the Respondent's capability to produce bid documents for a full array of civil engineering and projects including, but not limited to, above-ground construction, surface-level storm water handling design and construction, feasibility studies, road design and construction, repair of existing buildings and other structures.
7. Detailed scope of services that demonstrate Respondent's experience in assisting Rural municipalities with infrastructure projects such as water, sewer, landfill, roads, marine facilities, etc.
8. Detailed scope of services that demonstrate Respondent's experience in assisting Rural municipalities with Planning services such as subdivision agreements, zoning, rights of ways, easements, lot line adjustments, etc.

### **C. Bonus Requirements**

Scope of services demonstrating experience assisting municipalities or private sector with swimming pool maintenance.

## **Section 7 – Scoring**

Respondents should organize Proposals into the following Sections:

1. Professional Qualifications
2. Past Involvement with Similar Projects
3. Proposed Work Plan
4. Fee Proposal (include in a separate sealed envelope)
5. Authorized Negotiator
6. Appendices

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

### **A. Professional Qualifications – 30 points**

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Alaska.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of any project. Identify only individuals who will do the work on key projects by name and title. Resumes or qualifications are required for proposed project personnel who are anticipated to be assigned. Qualifications and capabilities of any sub-consultants must also be included.
3. List sub-engineers, partners, and engineers from other companies that may be frequently utilized. Include a Statement of Qualifications for each identified company.
4. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

### **B. Past involvement with Similar Projects - 30 points**

1. Description of significant work completed by Respondent in the last five (5) years that most closely matches the work outlined in this Proposal.

2. Address as many of the following as possible: preliminary engineering reports; environmental reports for water and sewer development projects; gravel road development; cost estimates; subdivision impact studies; easement acquisition; right-of-way development, acquisition; and NEPA compliance.
3. The proposal must also indicate proven ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the design is to be included in this section.
4. A complete list of client references must be provided for similar projects recently completed. The list shall include firm/agency's name, contact name, project title, owner name, address, and phone number.

### **C. Proposed Work Plan - 20 points**

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the projects set out in this RFP. The work plan shall include, but not be limited to the objectives/tasks listed in Section 5(C) of the RFP. The work plan shall define resources needed for each task (title and person hours) and the staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables) are to be completed. Additional project elements suggested by the respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as respondent-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main respondent.

Include any other information that you believe to be pertinent, but not specifically asked for elsewhere.

### **D. Fee Proposal - 20 points**

**Fee proposals shall be submitted in a single separate sealed envelope with the proposal. Any proposal not complying with this requirement may be subject to disqualification.**

Fee proposals are to include the names, title, hourly rates, overhead factors, and any other details anticipated to meet the needs of the City, including those of other firms, and all supporting positions and rates. Include all costs associated with the provision of services, such as travel costs to Bethel, per diem, lodging, and photocopies. While the total cost of each project will naturally vary, the fees proposed should be those of the key personnel, any

customary support staff anticipated on projects, and anticipated costs (e.g., travel, per diem, photocopies).

In order to have a fair basis of comparison, Respondents will be scored on common denominators: for example, but not necessarily, only the rates of the lead project manager and 2 support staff plus costs for travel and certain ancillary costs (photocopies).

The City reserves the right to negotiate proposed fees prior to signing a formal contract, if such negotiation appears justified and/or to negotiate fees prior to a project.

**E. Bonus – 10 points**

Identify past experience and ability to assist the City with the maintenance of an indoor swimming pool and gymnasium. Maximum bonus points provided for experience with municipal pool facilities.

**F. Authorized Negotiator**

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

**G. Appendices**

Appendix A (Signatures and Verification Page) must be completed and returned with the proposal.

**Proposal Evaluation**

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C) to select a short list of firms for further consideration. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Respondents.
2. If needed, the Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include key project team members expected to complete a majority of work on City projects, but no more than 6 members total. The interview shall consist of a presentation of approximately thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team. In addition to the

Selection Committee, other key members of the City staff may elect to participate in the interview.

3. The firms interviewed will then be re-evaluated by the described criteria (A through D) and adjustments to scoring will be made as appropriate. After evaluation of the proposals.
4. After evaluation of the proposals, the City may negotiate with the selected firm such that it leads to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

Finally, the City reserves the right to contract with multiple firms.

## **Section 8 – Appendices**

Attachment A – Signature and Verification Page

Attachment B – Draft Professional Services Contract

**Attachment A**

**SIGNATURE AND VERIFICATION PAGE**

By signing below, I hereby acknowledge the following:

1. Proposer, nor any of their representatives or third party mandated by Proposer, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Proposer has produced the proposal without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request for proposals;
3. Neither the proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.

**Acknowledgement of Receipt of Addenda**

4. I hereby acknowledge receipt of any and all addenda associated with the Request for Proposals for Municipal Engineer Services.

Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number: Fax Number: E-mail Address:
Signature:	

**Attachment B**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL ENGINEERING & PLANNING SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of September 2017, by and between the CITY OF BETHEL and \_\_\_\_\_.

**Section 01 Definition**

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Consultant" means \_\_\_\_\_.
- C. The term "Manager" means the manager of the City of Bethel or their authorized representative.

**Section 02 Engagement of Consultant**

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

**Section 03 Scope of Services**

The Consultant shall perform all the services customary to civil engineering and planning on an as-needed basis pursuant to this Agreement and as mutually agreed to and described in provided for by this Agreement which are described with particularity in Exhibit "A, # \_\_," entitled Scope of Services, to be attached to each project.

**Section 04 Availability of Consultant**

Consultant's occasional unavailability or inability to assist with a particular project shall not be considered a breach of this Agreement. In the situation where Consultant is unavailable or unable to perform the requested as-needed services, Consultant shall decline the work, in writing, within five (5) calendar days of the request for assistance. In such situation, the City may contact another firm to perform the declined services without being in breach of this Agreement. City's use of the alternate firm shall be limited to those situations where Consultant provides written notice of unavailability or inability to assist.

**Section 05 Personnel**

Personnel shall be limited to employees of \_\_\_\_\_.

**Section 06 Term of Engagement**

The services of the Consultant shall be on an as-needed basis by the City from the period of September \_\_, 2017 through June 30, 2022.

## **Section 07 Compensation**

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant for all services and expenses for the term of this Agreement the sums as set forth in Exhibit "B," attached hereto and incorporated herein by reference, for services requested under this Agreement.
- B. Travel or per diem Exhibit "B."
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.
- D. It is understood the sums stated in this Agreement are the per/hour fees for service and the rates for certain items such as travel, lodging, photocopies, etc., and are not inclusive of the total cost of each project.
- E. It is understood the total cost of each project shall be negotiated in advance of each project and attached to this Agreement as Exhibit "C, # \_\_\_\_."

## **Section 08 Method and Time of Payment**

- A. The City will pay to the Consultant the amounts set forth in Exhibit "C" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Exhibits "B and C." If not identified within Exhibit "B," normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (*e.g.*, Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the City requests said documentation. Funds for this agreement are subject to appropriation by the Bethel City Council.
- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.
- C. All invoices must be submitted in duplicate and addressed as follows:

City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559-1388

## **Section 09 Termination of Agreement for Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such

termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

#### **Section 10 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 of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

#### **Section 11 Causes Beyond Control**

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

#### **Section 12 Modifications**

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the

Agreement will not be modified, under any circumstances, without prior written approval of the City.

### **Section 13 Equal Employment Opportunity**

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12(A) for applicants for employment and employees as the City may require.

### **Section 14 Interest of Members of City and Others**

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

### **Section 15 Assignability**

- A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

- B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

**Section 16 Interest of Consultant**

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**Section 17 Findings Confidential**

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

**Section 18 Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**Section 19 Audits and Inspections**

At any time during normal business hours and as often as the City or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**Section 20 Jurisdiction; Choice of Law**

Any civil action arising from this Agreement shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska at Bethel. The law of the State of Alaska shall govern the rights and obligations of the parties.

**Section 21 Non-Waiver**

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

**Section 22 Permits, Laws and Taxes**

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the

Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

**Section 23 Relationship of the Parties**

The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City may administer this Agreement and monitor the Consultant’s compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

**Section 24 Agreement Administration**

- A. The City Manager, or their designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by Bill Arnold, Public Works Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Bethel.

**Section 25 Integration**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

- 1. Request for Proposal for Engineering and Planning Services
- 2. Proposal Submitted by \_\_\_\_\_
- 3. Fee Proposal submitted by \_\_\_\_\_

**Section 26 Defense and Indemnification**

The Consultant shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for wrongful or negligent acts, errors or omissions of the Consultant under this Agreement, including, but not limited to, costs, attorneys’ fees, expenses and claims. The Consultant shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Consultant and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Consultant” and “City,” as used within this article, include the employees, agents and other Consultants/contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the City’s selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant’s work. The indemnification obligation under this Agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for

any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorneys' fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

### **Section 27 Interpretation and Enforcement**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

### **Section 28 Insurance**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

The Consultant shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by City, such insurance as will protect the Consultant from claims set forth below and others, which may arise out of or as a result from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by a sub-Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Consultant under this Agreement.

The Consultant shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by Bethel, such insurance as will protect the Consultant from claims set forth below and others, which may arise out of or as a result from the Consultant's operations under this contract, whether such operations are by the Consultant or by a sub-Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Consultant under this contract.

- a. Claims under worker's compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Consultant's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Consultant, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Consultant's Contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments
- Professional (Errors & Omissions) Liability (may be a separate policy)

b. The insurance required in II including subsection (a.), shall be written for not less than the limits listed in (c.) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

c. The insurance required in II including subsection (a.) shall be written for not less than the following limits:

1. Worker's Compensation Insurance:

Statutory Requirements of the State of Alaska, and Employer Liability Insurance limits of:

- \$500,000.00 each accident.
- \$500,000.00 disease each employee.
- \$500,000.00 disease policy limit.

2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.

\$1,000,000.00 Combined Single Limit of Liability per Occurrence

\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence

\$2,000,000.00 Annual General Aggregate Limit of Liability  
\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability  
\$100,000.00 Fire Damage Limit of Liability Any One Fire  
\$5,000.00 Medical Payment Limit Any One Person

3. Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.  
\$1,000,000.00 Combined Single Limit of Liability per Accident for all Owned, Hired, and Non-Owned Vehicles.
4. Professional (Errors & Omissions) Liability Insurance:  
\$1,000,000.00 Limit of Liability per Claim.  
\$2,000,000.00 Limit of Liability Annual Aggregate for all Claims.

Retroactive date: Prior to effective date of contract.

Effective date: Prior to effective date of contract, and for at least 24 months after completion of contract.

- d. Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of Bethel.
- e. The commercial general liability insurance shall name Bethel as an additional insured as respects this contract.
- f. Consultant's required insurance is subject to review and adjustment by Bethel, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Consultant shall be provided a written explanation for any such changes.
- g. Certificates of insurance acceptable to Bethel shall be filed with Bethel prior to the commencement of the beginning of any services by the Consultant. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured (Consultant).

If any of the insurance policies required above are canceled for any reason, the Consultant shall provide immediate notice to Bethel of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Consultant.

Failure to maintain these insurance provisions required of the Consultant or failure to immediately notify Bethel of cancellation shall be considered a material breach of this contract by the Consultant, subject to termination provisions of this contract.

Immediate notice described above shall be by confirmed delivery to the following location:

City of Bethel  
Attn: Finance Director  
P.O. Box 1388  
Bethel, AK 99559

**Section 29 Severability**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

**Section 30 Understanding**

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

**Section 31 Notices**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

Consultant:

**Section 32 Engineers' Violations of Tax Obligations**

- A. Any Consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that the Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

CITY OF BETHEL

[CONSULTANT]

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Peter A. Williams  
City Manager

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By:  
Title:

EXHIBIT A  
SCOPE OF WORK  
FOR  
PROFESSIONAL ENGINEERING & PLANNING SERVICES

*To be determined based on project*

**EXHIBIT B**  
**COMPENSATION AND EXPENSE SCHEDULE**  
**FOR**  
**[TBD]**

Item	Description	Not to Exceed Amount
Travel	Airfare from (xxx) to Bethel	
Lodging	Lodging in Bethel (per night)	
Per Diem	In Bethel	
Employee 1	Standard Rate	
Employee 2	Standard Rate	
Copy Fees		
	<b>TOTAL NOT TO EXCEED</b>	<b>\$</b>

**Sample**