

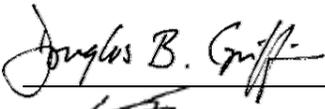
**CITY OF PALMER  
ACTION MEMORANDUM NO. 12-051**

**Subject:** Authorize the City Manager to Negotiate and Enter into a Professional Services Agreement with Hattenburg Dilley & Linnell for Professional Design and Bid Phase Services for the Engineering and Design of the Steel Water Main Replacement, Phase 8 Project in an Amount Not To Exceed \$500,000

**Agenda of:** May 22, 2012

**Council Action:**                     Authorized                    

**Approved for presentation by:**

<b>City Manager</b>	<u></u>
<b>City Attorney</b>	<u></u>
<b>City Clerk</b>	<u></u>

**Certification of Funds:**

Total amount of funds listed in legislation:	\$ <u>500,000.00</u>
This legislation (√):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>500,000.00</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> Funds are budgeted from this (these) line item(s):	
➤ 24-20-07-6221	\$ <u>500,000.00</u>
➤	\$ _____
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	<u></u>

**Attachment(s):**

- RFP Advertisement
- RFP Engineering Services
- SFY 13 DEC Capital Projects Scoring Criteria
- RFP Evaluation and Point Ranking

**Summary statement:** Action memorandum no. 12-051 addresses the design of the eighth phase of the Steel Water Main Replacement project. The eighth phase is named the Sherrod Area Water and Street Improvement Project.

The first grant questionnaire submittal to the Alaska Department of Environmental Conservation

for the Sherrod Area work scored 685 points which did not score high enough to obtain grant funding. Because the design had not been completed, the questionnaire category of Project Development Status netted 0 points.

Action memorandum 12-051 authorizes the City Manager to negotiate and enter into a Professional Services Agreement for the design of the eighth phase which, when submitted with the next round of grant questionnaires, will increase standing in the questionnaire category of Project Development Status by 100 points.

A Request For Proposals (RFP) for engineering services was printed in the Frontiersman Newspaper on April 27 and 29. Two RFP's were received on May 14, 2012. A committee of five people reviewed and scored the proposals based on a point scoring system. The results are as follows:

- 457 CRW Engineering Group
- 473 HDL Engineering Consultants

**Administration recommendation:** Approve action memorandum 12-051.



## Request For Proposals (RFP)

### ENGINEERING SERVICES FOR SHERROD AREA WATER AND STREET IMPROVEMENTS

The City of Palmer is soliciting proposals for engineering services for the Sherrod Area Water and Street Improvements. Engineering requirements include, but are not limited to, providing design concepts, final design, cost estimate, bid specification preparation, and construction phase services. The detailed Request for Proposal (RFP) will be available at [www.cityofpalmer.org](http://www.cityofpalmer.org) or at City of Palmer, 231 W. Evergreen Avenue, Palmer, Alaska 99645.

Questions regarding this RFP may be directed to Tom Cohenour, Director of Public Works by calling 907-745-3400.

**Proposals are due no later than Monday, May 14, 2012 at 11:00 a.m.**  
Proposals are to be submitted to Attn: City Clerk, City of Palmer, 231 W. Evergreen Avenue, Palmer, Alaska 99645.

Doug B. Griffin  
City Manager



**City of Palmer, Alaska  
Request for Proposals (RFP)**

**ENGINEERING SERVICES FOR  
Sherrod Area Water and Street Improvements**

**Due Monday, May 14, 2012 at 11:00 AM Alaska Daylight Time**

**INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**SECTION 1.1 – SCOPE**

**A. SCOPE OF SERVICES**

The City of Palmer (City) is seeking proposals to render professional engineering services for design of approximately 7300 feet of road improvements including curb and gutter, storm drainage, sidewalks where required, LED street lights, and pavement. In addition, approximately 7246 feet of domestic water main piping replacement including new fire hydrants and piping to be upgraded to ductile iron pipe.

The water system only design work described in this RFP must be completed to the 65% level for submission to Alaska Department Environmental Conservation no later than August 5, 2012. The full scope of design work must be completed to the 100% level by December 15, 2012. The design work will include the following streets which are also shown on the attached map.

<b>Street</b>	<b>Connector Streets</b>	<b>Existing Surface</b>	<b>Feet</b>
N. Gulkana St	E. Arctic Ave to E. Dolphin Ave	Paved	2000
E. Auklet Ave	N. Gulkana St to N. Valley Way	Gravel	1095
E. Caribou Ave	N. Gulkana St to Ball Field Complex	Paved	1220
E. Caribou Ave	N. Gulkana St to N. Valley Way	Paved	825
E. Dolphin Ave	N. Gulkana St to N. Valley Way	Gravel	695
W. Auklet Ave	N. Alaska St to Glenn Hwy	Gravel	575
E. Auklet Ave	N. Alaska St to N. Bonanza St	Gravel	356
E. Auklet Ave	N. Bonanza St to RR Crossing then to Arctic Ave	Unimproved	480

The successful proposal shall provide the City with design concepts and a preliminary construction cost estimate and final design/bid documents with an engineer's construction cost estimate of the project.

The Construction Budget is estimated to be \$7,000,000 to \$7,500,000.

The project is being performed under state and federal guidelines governing grants and loans.

**SECTION 1.2 – INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**A. EXAMINATION OF DOCUMENTS**

Before submitting their proposal, the proposer shall:

1. Carefully examine and acquaint themselves with all portions of the work and requirements.
2. Fully inform themselves of existing conditions and limitations.
3. If information necessary for submitting the proposal is found to be absent, the proposer is required to notify the Director of Public Works at 907-745-3400 or by email at [tcohenour@palmerak.org](mailto:tcohenour@palmerak.org)

The City and/or its employees will not be responsible for any oral interpretations. All replies to questions will be responded to in writing to all RFP holders by addendum. Questions received less than five (5) days before proposals are due will not be answered.

The proposer shall acknowledge receipt of all addenda in their proposal.

**B. SUBMISSION OF PROPOSAL**

Each proposal package shall be enclosed in an opaque, sealed envelope clearly marked in the lower left hand corner as follows:

**CITY OF PALMER  
PROPOSAL FOR ENGINEERING SERVICES  
SHERROD AREA WATER AND STREET IMPROVEMENTS  
DUE: Monday, May 14, 2012 at 11:00 AM Alaska Daylight Time**

Proposals will be delivered to Palmer City Clerk, 231 W. Evergreen Ave., Palmer, Alaska, 99645. Proposals received after the stipulated date and time will not be considered and will be returned unopened.

An official that is authorized to bind the proposer to its provisions shall sign the proposal. The signature shall be in longhand with his/her usual signature. The full name and title of each person signing shall be typed or printed below the signature.

Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, and by the signature of the president, secretary, or other person authorized to bind in the matter. If signed by other than the corporate president, a corporate resolution of authority designating the signer must be approved by corporation's board and included with the proposal.

Each proposal must include one (1) original and four (4) bound copies.

All proposals and other material submitted become the property of the City and may be returned only at the City's option. The City retains the right to use any ideas presented in any response to the RFP. All proposal information including detailed price and cost information will be held in confidence during the evaluation process and prior to the issuance of a professional services agreement contract. Thereafter, proposals will become public information.

Proposals will remain valid for sixty (60) days. Proposals shall be limited to fifteen (15) pages not including attached resumes and licenses. The front of a sheet and the back of a sheet will be considered as two pages and 11x17 counts as two pages.

No oral, telephone, facsimile, or electronic modifications of any proposal submitted will be considered. Any proposer may withdraw their proposal by written notice prior to the time set for the proposal opening. No proposal may be withdrawn or modified after the time set for proposal opening.

No costs incurred by the proposers in preparation of the proposals, including travel and personnel expenses, may be charged as an expense of performing the contract. The City shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

Multiple proposals will not be accepted.

Proposers shall provide evidence of their capability to perform the defined tasks in the specifications section of this packet by submitting the following:

1. Full description of proposed services.
2. Description of the firm(s) expertise and resources which apply to this project.
3. Licensing, bonding and insurance. Submit copies of professional registrations.
4. Qualifications in civil, mechanical, structural, and electrical engineering.
5. References.
6. Experience working within federal and state requirements.
7. Experience working with Alaskan municipalities.
8. Timeline for the design and construction of the proposed project(s) must be submitted. The proposer shall furnish the anticipated dates for each of the following project milestones:
  - a. Preliminary design review.
  - b. Preliminary cost estimates
  - c. Submittals to state agencies for review.
  - d. Final design documents and cost estimates. Completion of 65% water system design by August 5, 2012 and completion of 100% of entire project design by December 15, 2012.

The successful firm will conduct in-person monthly meetings with designated City staff. The meetings will be held at Palmer City Hall or other location mutually agreed upon.

C. SUBCONSULTANTS

The successful proposer shall be granted the right to subcontract a portion of the work. All proposers must list in their proposal the complete names and addresses of all potential sub-consultants and the type and percentage of work they will accomplish. Sub-consultants must supply evidence of valid licenses.

D. JOINT VENTURES

Joint Ventures will not be acceptable for the performance of this contract.

E. SELECTION OF DESIGN FIRM

The City anticipates selection of a design firm and approval by the City Council on or before June 12, 2012.

F. CIVIL RIGHTS COMPLIANCE CLAUSE

By signature on their proposal, proposers certify that they are in compliance with:

1. All local, state and federal laws.
2. All applicable provisions of the Regulations of the United States Department Of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964.
3. The Equal Employment Opportunity Act and the regulations issued by the Federal government.
4. The American's with Disabilities Act of 1990 and the regulations issued by the Federal government.
5. All terms and conditions set forth in this RFP.

G. PROPOSAL NEGOTIATION AND ACCEPTANCE

Written notice will be given to the three (3) most qualified consultants determined to be eligible for placement on the negotiation schedule, including their rankings on the eligible list. The City, at its option, may request oral interviews with any or all of those consultants prior to final rankings. The City will attempt to negotiate a contract with the firm considered to be the best qualified to perform the work. If negotiations are unsuccessful, as determined by the City, the City will attempt to negotiate a contract with the second ranked firm, and so on. When an agreement is reached, a professional services contract will be executed between the parties following City Council approval. A sample professional services contract is attached.

**The City of Palmer reserves the right to reject any or all proposals and to waive any and all informalities at its discretion.**

## H. PROPOSAL

### 1. APPROACH

Proposers will describe how the scope of work will be undertaken. The methodology should be described in sufficient detail to demonstrate familiarity with this type of project, and must include proposed timelines including amount of work to be performed by any contractor or subcontractors.

### 2. FIRM EXPERIENCE

Information relating to experience of the proposing firm and subcontractor, if any, will be provided. At a minimum, this information will include a brief history of the firm, a listing of similar completed projects in Alaska, and the identification of previous clients (name, address, telephone number) who may be contacted for references.

### 3. QUALIFICATIONS OF KEY PERSONNEL

The qualifications and experience of key personnel to be assigned to this project shall be described along with their responsibility for, and commitment to, this project. Current resumes for each identified key person shall be attached to include professional registration number of personnel acting in responsible charge.

### 4. MANAGEMENT PLAN

The management plan will include a description of how the proposer plans to carry out the proposed project. At a minimum, the following items will be considered:

- a. The firm's organizational capacity for effective and efficient project management including dependability. Where more than one firm is involved, the roles and responsibilities of each will be clearly defined.
- b. A staffing plan detailing project assignments by key personnel.
- c. Policies and procedures to be utilized to ensure that high quality work is provided within project deadlines.
- d. The project manager's name, address, and phone number.
- e. Location where activities will be performed and how communications will be maintained between project staff, the City, and other government agencies or the public.

### 5. FORMAT

Proposers are urged to prepare simple, economical proposals. A complete, yet concise description of the proposer's ability to successfully undertake and complete the requirements outlined in the RFP is sought. Fancy materials and special formats are not desirable.

6. ACCEPTANCE

Notice of Intent to Award the contract to the successful proposer will be issued within 4 business days of the RFP due date. The City anticipates award of the contract by the Palmer City Council on or before June 12, 2012. The successful proposer will be requested to enter into negotiations to produce a contract for the project. The City reserves the right to terminate negotiations in the event that it deems progress toward a contract is insufficient. Consultant selection will be made on a “best qualified” basis.

The City may negotiate a contract with the proposer whose proposal is most advantageous to the City. The City reserves the right to accept other than the lowest cost proposal and to reject any and all proposals.

7. EVALUATION OF PROPOSALS

The selection of the successful consultant shall be entirely at the discretion of the City as it deems in its best interest. The City reserves the right to waive irregularities and to reject any and all proposals.

The following criteria will be used to evaluate proposals:

Project Approach .....	0-30 points
Firm Experience .....	0-25 points
Qualifications of Key Personnel .....	0-20 points
Management Plan .....	0-15 points
Overall Quality of Proposal .....	0-10 points
Total Available Points .....	100

Attachments:

1. Location Map
2. Professional Services Agreement

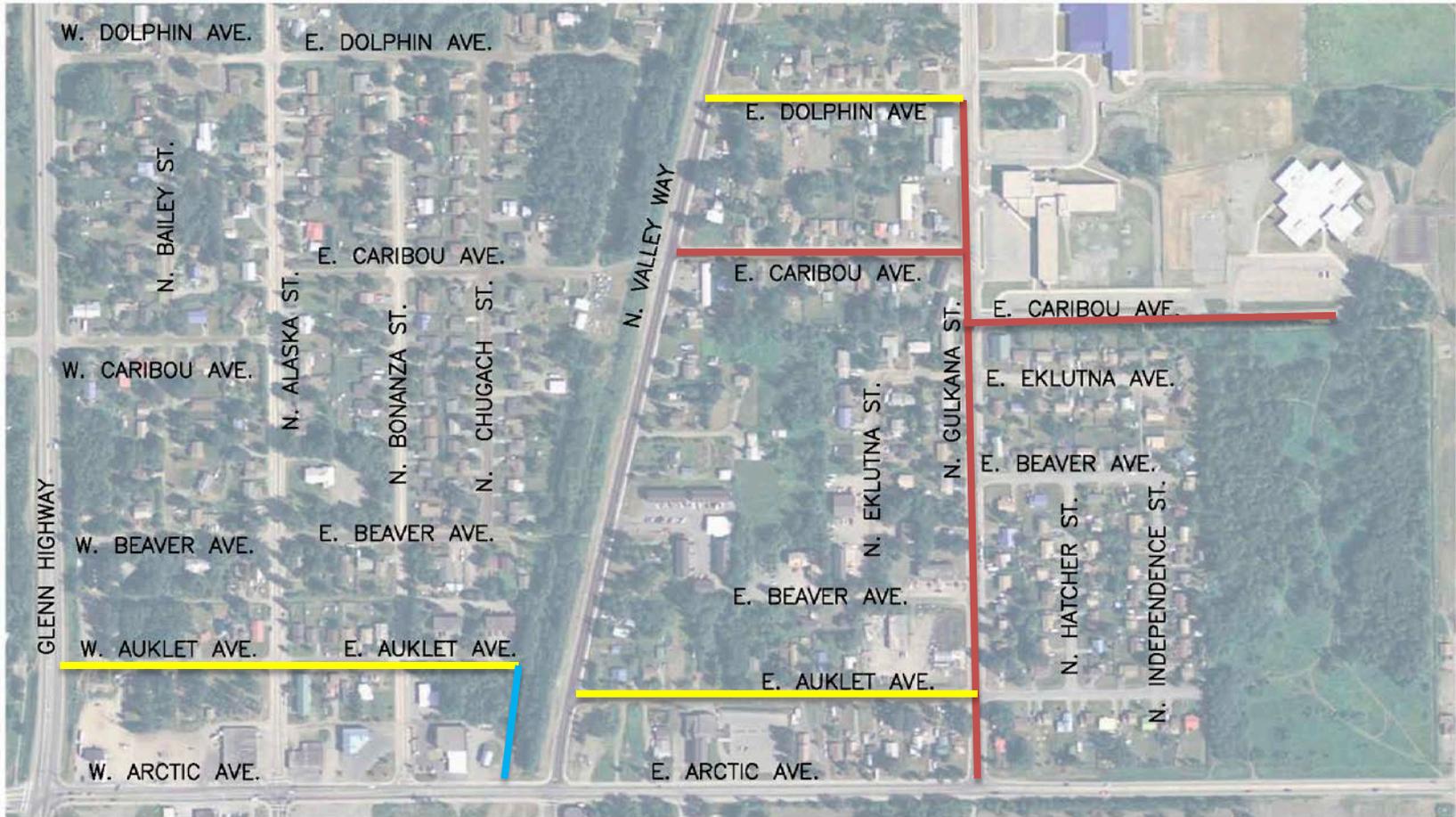
# LOCATION MAP

## Proposed Sherrod Area Water and Street Improvements



NORTH

- Existing Paved Streets =
- Existing Gravel Streets =
- Existing Unimproved Street =



**City of Palmer**

**PROFESSIONAL SERVICES AGREEMENT**

**Engineering Services**

THIS AGREEMENT made and entered into this \_\_\_\_ day of April 2012, by and between the City of Palmer, Alaska, a municipal corporation (City) and \_\_\_\_\_.

**Section 1. Definition**

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Contractor" means \_\_\_\_\_.
- C. The term "Manager" means the manager of the City of Palmer or authorized representative.

**Section 2. Employment of Contractor**

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

**Section 3. Contractor's Representation and Warranty, and Manner of Performance**

- A. Contractor hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Contractor is a professional in the subject area in which services are to be provided and the Contractor has more than adequate experience, skill, knowledge and competence to perform the services set forth in this agreement.
- B. Contractor accepts the relationship of trust and confidence between it and the City. Contractor covenants to perform its services under this agreement with due diligence, due care, and in a good and professional manner.

**Section 4. Scope of Services**

The Contractor shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

**Section 5. Personnel**

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

**Section 6. Time of Performance**

The services of the Contractor shall commence upon execution of this Agreement by the City and shall be completed by \_\_\_\_\_. The City reserves the right to renew the contract for three (3) additional one (1) year terms pending a mutual agreement between the City and the vendor, and a review, by the City, of the vendor's contract performance for the previous year.

## **Section 7. Compensation**

- A. Subject to the provisions of this Agreement, the City shall pay the Contractor a total sum for all services and expenses for the term of this Agreement as set forth in Appendix "A," attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. 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 Contractor 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 Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

## **Section 8. Method and Time of Payment**

- A. The City will pay to the Contractor the amount set forth in Appendix "A" which shall constitute the full and complete compensation for the Contractor's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "A". If not identified within Appendix "A", normal billing cycle is 30 calendar days from receipt of an approved invoice.
- 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 and addressed as follows: *City of Palmer, 231 West Evergreen Avenue, Palmer, Alaska 99645*

## **Section 9. Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor 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 Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" 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 Contractor 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 Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" 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 Contractor, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

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

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor 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 Contractor 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 Contractor 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 anyone or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: 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 Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; 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 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (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 Contractor 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 Contractor 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 Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.
- B. The Contractor 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 Contractor**

The Contractor 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 Contractor 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 Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor 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 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 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 Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer 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 Contractor 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 Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

## **Section 23. Relationship of the Parties**

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

## **Section 24. Agreement Administration**

- A. The City Manager, or designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Contractor shall be administered, supervised, and directed by [REDACTED]. 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 Contractor shall appoint a successor in interest subject to a written approval of the City of Palmer.

## **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.

## **Section 26. Defense and Indemnification**

- A. Contractor shall defend, indemnify and hold harmless and save the City, its elected officials, officers, employees, representatives and agents, from and against any and all claims, actions, suits, proceedings, claims, demands, losses, costs and expenses, or liability of any nature, kind or character, including legal costs and owed by the City and for errors and omissions committed by Contractor, its officers, employees, independent contractors and agents, which may arise out of Contractor's performance of the services described in this Agreement, unless such losses or

damages are proven to be caused by the City's own negligence or that of its officers or employees.

- B. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sale negligence or willful misconduct of the City, its agents, or employees.
- C. The City does not and shall not waive any rights that it may have against Contractor under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, age, liability, loss, cost or expense described herein.
- D. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

## **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. Contractor 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.

It is highly recommended that Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 00 0112 07 or coverage forms as broad or broader covering Commercial General Liability.
2. Insurance Services office form number CA 00 01 03 10 or coverage forms as broad or broader covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project. If the general liability insurance is written on a claims form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$100,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident Bodily	Injury by Disease Bodily	Injury by Disease -
\$1,000,000 ea. accident	\$1,000,000 ea. employee	\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers' liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability, Automobile Liability

- a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

##### 2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the City.

##### 3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment or premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Contractor to the attention of the City's Purchasing Officer.

#### E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

#### F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

**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 Contractor acknowledges that the Contractor 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. Compliance with Law**

Contractor shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

**Section 32. 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 Palmer  
231 West Evergreen Avenue  
Palmer, Alaska 99645

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 33. Contractors Violations of Tax Obligations**

- A. Any contractor 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 a Contractor whether the amounts owed are in the name of the Contractor 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 Agreement between the City and the same.

**Section 34. Fund Verification**

Fund source and verification of funds for this project:

Funding Source: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF PALMER \_\_\_\_\_ (Contractor's Name)

\_\_\_\_\_  
Douglas B. Griffin, City Manager (Name of Authorized Contractor's Representative)

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On \_\_\_\_\_, 201\_\_\_\_, (Contractor's Representative) personally appeared before me,

- 1. [ ] who is personally known to me
- 2. [ ] whose identity I proved on the basis of \_\_\_\_\_
- 3. [ ] whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness

to be the signer of the Agreement for \_\_\_\_\_ and he acknowledged that he signed it.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

On \_\_\_\_\_, 201\_\_\_\_, Douglas B. Griffin personally appeared before me, who is personally known to me to be the signer of the above document and he acknowledged that he signed it on the behalf of the City of Palmer.

\_\_\_\_\_

Notary Public  
My Commission expires \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF WORK AND COMPENSATION**

The Contractor will provide the City with engineering services.

**SCOPE OF WORK**

**Engineering Service Requirements:**

The Professional Services Agreement will be in effect for the duration of \_\_\_ years. The City reserves the right to renew the contract for three (3) additional one (1) year terms pending a mutual agreement between the City and the vendor, and a review, by the City, of the vendor's contract performance for the previous year. The Contractor will begin service on May 15, 2012.

Engineering service requirements as outlined on RFP and to be negotiated prior to signing of Professional Services Contract.

**COMPENSATION**

To be determined prior to signing of Professional Services Contract.



**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DIVISION OF WATER**

**SFY 13 CAPITAL PROJECTS SCORING CRITERIA**

**MUNICIPAL MATCHING GRANTS**

**I. Project Need - 300 Maximum Points**

Projects score the highest from either Public Health or Environmental criteria.  
(Choose one of the following)

A. Public Health	<u>Points</u>
1) A human disease event exists, documented by ADEC or a recognized public health organization, which may include a compliance order to correct any violation related to the event. Construction of this project will correct the existing problem. <u>Documentation is provided</u> ; OR	300
2) Current conditions are severe enough that a disease event could occur, but has not yet happened or been reported, or a Primary MCL drinking water standard has been exceeded. <u>Documentation is provided</u> ; OR	200
3) Current conditions show that a disease event might occur. This project will prevent or minimize the potential public health concern of this problem; OR	100
B. Environmental	
1) A pollution event or a violation of an existing permit limit has occurred, as documented by ADEC or by a recognized public health organization, which may include a compliance order to correct any violation related to the event. Construction of this project will correct the existing problem. <u>Documentation is provided</u> ; OR	200
2) Current conditions are severe enough that a pollution event could occur, but has not yet happened or been reported. <u>Documentation is provided</u> ; OR	100
3) Current conditions show that a pollution event might occur. This project will prevent or minimize the potential future concern of pollution events; OR	50

**II. Project Development Status – 125 Maximum Points**

(Choose one of the following)

- A. Engineering plans and specifications have been approved by ADEC or the appropriate regulatory authority. 125  
Documentation is provided; OR
- B. Substantial engineering plans and specifications have been prepared and provided to ADEC; Documentation is provided; OR 100
- C. A feasibility study or facility plan has been prepared and has been provided to ADEC. Documentation is provided; OR 50
- D. An up to date comprehensive study or master plan has been prepared and is available or has been provided to ADEC; OR 25
- E. No project development has been accomplished. 0

**III. Operation, Maintenance and Management Capabilities – 400 Maximum Points**

(Any or all of the following)

A. Operator Qualifications

- 1) Water and Wastewater Facilities are operated by the correct level of State certified operators. For solid waste and stormwater projects, operators have been trained and/or certified;

Drinking Water Treatment Certified? 25

Drinking Water Distribution Certified? 25

Wastewater Treatment Certified? 25

Wastewater Collection Certified? 25

OR

For, Solid Waste or Stormwater System Operated by Qualified Operators? 100

OR

For, Operators are not sufficiently qualified. 0

B. Operation Capabilities

- 1) Drinking Water System complies with the sampling and submittal requirements. The system is not currently on the SNC list for operational issues; AND 75

- |  |     |
|--|-----|
| 2) Wastewater Treatment facilities comply with permit requirements; OR   | 75  |
| 3) For Solid Waste or Stormwater permit (if applicable) requirements are being met by the system; OR   | 150 |
| 4) Facility is not in compliance.  | 0   |
| <b>C. Operation and Maintenance Costs</b>  |     |
| 1) Operation and Maintenance costs have been estimated for this Project. <u>Documentation is provided</u> ; OR   | 50  |
| 2) Costs have not been estimated.  | 0   |
| <b>D. Rate Analysis and User Rate Consideration</b>  |     |
| 1) A rate analysis of the water/sewer utilities has been conducted within the last 5 years, or documentation has been provided that rates have been reviewed during the annual budget process for cost of service. <u>Documentation is provided or on file with ADEC</u> ; AND | 50  |
| 2) A user fee ordinance is adopted. <u>Documentation is provided or on file with ADEC</u> ; OR   | 50  |
| 3) None of the above criteria apply.   | 0   |

**IV. Relationship to other Project Phases – 100 Maximum Points**

(One of the following)

Phased projects are identified as phased for purposes of funding. Please note, design is not considered a phase under this criteria.

- |  |     |
|--|-----|
| A. This construction project will make the previous project phase functional or complete construction. <u>Verification documentation is provided</u> ; OR                                      | 100 |
| B. This project needs to be constructed in conjunction with another project to reduce overall costs to the State. A schedule is identified. <u>Verification documentation is provided</u> ; OR | 50  |
| C. This is the initial phase of construction for a project that has been phased for purposes of funding. <u>Verification documentation is provided</u> ; OR                                    | 50  |
| D. None of the above criteria applies.   | 0   |

**V. Local Project Commitment – 225 Maximum Points**

(Any or all of the following)

- |   |     |
|---|-----|
| A. The source, amount and year of matching funds have been identified and are available now. This does not include anticipated funds from future year grants or appropriations. <u>Documentation is provided; AND</u>                     | 100 |
| B. This project will capture federal funds (includes ADEC loan funds in which the project is on a current Intended Use Plan project list) and are available for use on the project. <u>Documentation is provided; AND</u>                 | 75  |
| C. The local governing body has submitted a resolution or priority list identifying this project as the top priority in the community's overall list of State capital projects for this fiscal year. <u>Documentation is provided; OR</u> | 50  |
| D. None of the above criteria applies.  | 0   |

**VI. Project Cost/Population Benefiting Ratio – 15 Maximum Points**

Low cost/population benefiting	0 – 400	15
Moderate cost/population benefiting	401 – 4000	10
High cost/population benefiting	> 4000	5



**Sherrod Area Water & Street Improvements  
Engineering Services RFP Review Points**

<u>Overall Point Summary</u>			
<i>Reviewer Name</i>	<i>Title</i>	<i>CRW</i>	<i>HDL</i>
		<i>Points</i>	<i>Points</i>
Jonathan Owen	Director of Public Safety	93	98
Lance Ketterling	Police Commander	87	92
Sandra Garley	Director of Community Development	87	91
Greg Wickham	Superintendent of Public Works	98	100
Tom Cohenour	Director of Public Works	92	92
Final Point Totals		457	473

**Jonathan Owen**

**CRW Engineering Group**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
28	
23	
18	
14	
10	
<b>93</b>	Total Out of 100 points possible

**HDL Engineering Consultants**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
28	
25	
20	
15	
10	
<b>98</b>	Total Out of 100 points possible



**Sherrod Area Water & Street Improvements  
Engineering Services RFP Review Points**

<u>Overall Point Summary</u>			
<i>Reviewer Name</i>	<i>Title</i>	<i>CRW</i>	<i>HDL</i>
		<i>Points</i>	<i>Points</i>
Jonathan Owen	Director of Public Safety	93	98
Lance Ketterling	Police Commander	87	92
Sandra Garley	Director of Community Development	87	91
Greg Wickham	Superintendent of Public Works	98	100
Tom Cohenour	Director of Public Works	92	92
Final Point Totals		457	473

**Lance Ketterling**

**CRW Engineering Group**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
24	
20	
20	
13	
10	
<b>87</b>	Total Out of 100 points possible

**HDL Engineering Consultants**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
28	
25	
17	
12	
10	
<b>92</b>	Total Out of 100 points possible



**Sherrod Area Water & Street Improvements  
Engineering Services RFP Review Points**

<u>Overall Point Summary</u>			
<i>Reviewer Name</i>	<i>Title</i>	<i>CRW</i>	<i>HDL</i>
		<i>Points</i>	<i>Points</i>
Jonathan Owen	Director of Public Safety	93	98
Lance Ketterling	Police Commander	87	92
Sandra Garley	Director of Community Development	87	91
Greg Wickham	Superintendent of Public Works	98	100
Tom Cohenour	Director of Public Works	92	92
Final Point Totals		457	473

**Sandra Garley**

**CRW Engineering Group**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
28	<u>Good project commitment information</u>
20	
18	
12	
9	
<b>87</b>	Total Out of 100 points possible

**HDL Engineering Consultants**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
26	
25	
18	
14	
8	
<b>91</b>	Total Out of 100 points possible



**Sherrod Area Water & Street Improvements  
Engineering Services RFP Review Points**

<u>Overall Point Summary</u>			
<i>Reviewer Name</i>	<i>Title</i>	<i>CRW</i>	<i>HDL</i>
		<i>Points</i>	<i>Points</i>
Jonathan Owen	Director of Public Safety	93	98
Lance Ketterling	Police Commander	87	92
Sandra Garley	Director of Community Development	87	91
Greg Wickham	Superintendent of Public Works	98	100
Tom Cohenour	Director of Public Works	92	92
Final Point Totals		457	473

**Greg Wickham**

**CRW Engineering Group**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
28	LID experience - good
25	Very good
20	Very good
15	Very good
10	Very good
<b>98</b>	<b>Total</b> Out of 100 points possible

**HDL Engineering Consultants**

	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

<u>Points</u>	<u>Comments</u>
30	Very good
25	Very good
20	Very good
15	Very good
10	Very good
<b>100</b>	<b>Total</b> Out of 100 points possible



**Sherrod Area Water & Street Improvements  
Engineering Services RFP Review Points**

<u>Overall Point Summary</u>			
<i>Reviewer Name</i>	<i>Title</i>	<i>CRW</i>	<i>HDL</i>
		<i>Points</i>	<i>Points</i>
Jonathan Owen	Director of Public Safety	93	98
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Sandra Garley	Director of Community Development	87	91
Greg Wickham	Superintendent of Public Works	98	100
Tom Cohenour	Director of Public Works	92	92
Final Point Totals		457	473

**Tom Cohenour**

<b>CRW Engineering Group</b>	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

Points	Comments
25	
25	
20	
12	
10	Very well laid out and easy to read.
<b>92</b>	<b>Total</b> Out of 100 points possible

<b>HDL Engineering Consultants</b>	<u>Point Range</u>
Project Approach:	0-30 points
Firm Experience:	0-25 points
Qualifications of Key Personnel:	0-20 points
Management Plan:	0-15 points
Overall Quality of Proposal:	0-10 points

Points	Comments
24	
25	
20	
15	
8	
<b>92</b>	<b>Total</b> Out of 100 points possible