

NORTH SLOPE BOROUGH



REQUEST FOR PROPOSAL

PROFESSIONAL DESIGN, PROGRAMMING AND CONSTRUCTION ADMINISTRATION SERVICES
FOR AREAWIDE WATER PLANT SCADA SYSTEM UPGRADES

AREAWIDE WATER PLANT SCADA SYSTEM UPGRADE

CIP# 59150

January 3, 2014

Prepared by

NSB Capital Improvement Project Management (CIPM) Department

P.O. Box 1050, Barrow, Alaska 99723, Ph. 907-852-0489

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Professional Services

Areawide Water Plant SCADA System Upgrades

CIP # 59150

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North Slope Borough

Request for Proposal Professional Services

Project Title: Areawide Water Plant SCADA System Upgrades
CIPM Project: # 59150

Description of Services: The purpose of the contract is to provide Design, Programming & Construction Administration Services.

Summary of Existing Conditions: Existing Water Treatment Plants (WTP) Nano filter and Micro filter controls are antiquated and lack remote access. Currently, all metering, troubleshooting, emergency response and program maintenance has to be done on site. Upgrading components will allow remote SCADA access.

The goal of this project is to provide remote access to the Water Treatment Plants that will allow for a prompt response to WTP problems and will reduce operational cost and travel expenses due to emergency response, on-site program maintenance and troubleshooting. The design, configuration and equipment installation of this project shall utilize the best system elements to incorporate the existing SCADA program.

One contract will be awarded as a result of this solicitation which will include Design Services, Construction Administration & Observation, programming and equipment installation see the draft Professional Services Agreement (PSA) for contract terms and conditions, and description of services required.

The successful Contracting firm will be selected on the basis of qualifications and experience, with fees and price for services determined through negotiations following selection.

The Request for Proposal package may be obtained from the NSB website <http://www.north-slope-procurement.com> . Questions should be directed to Project Administrator, Melissa Ortega at 907-852-0489 ext.883. Email Melissa.ortega@north-slope.org

Proposals are due no later than 3:30pm February 27, 2014, at the North Slope Borough CIPM Department office located upstairs at 1689 Okpik Street, Barrow, Alaska, 99723, Attn: Sophia Amling, Contracts Administrator. Proposers are responsible for the timely delivery of proposal to the person and address listed above.

INSTRUCTIONS TO PROPOSERS:

1. Examine the entire Request for Proposal package, and any subsequent addenda. Failure to adhere to direction given may be cause for disqualification of the proposal. All questions or comments must be submitted to Joe Ehrheart, Project Administrator, in writing not later than **February 20, 2014**. Substantive issues will be addressed in an addendum, posted to the Borough procurement website and electronically delivered to all registered plan holders/RFP holders of record.
2. Reference the RFP title and CIP project numbers on the envelope of all correspondence and submittals. **Submit one (1) original and five (5) copies of the proposal, and one (1) electronic PDF copy.** The contents of the proposals will be kept confidential until a design firm has been selected, and intent to award a contract is issued. All proposals will become public information at that time. All costs associated with the proposal preparation, submission, and interviews shall be the responsibility of the Consultant.
3. Proposals will be evaluated per the provisions of N.S.B.M.C. § 2.36, Purchasing. Copies of N.S.B.M.C. 2.36 are available from the Borough Representative upon request.
4. Acceptable responses to this Request for Proposal shall be specific and directly related to the services required. Marketing brochures, photographs, federal standard forms 254 and 255, standard resumes, business organization charts, etc., may be discarded without consideration.
5. Prepare and deliver proposal submittals to Sophia Amling, Contract Administrator. Proposal packages should be boldly labeled **“Areawide Water Plant SCADA Upgrades, CIP # 59150”**.
6. The North Slope Borough reserves the right to reject any and all submittals or to waive any informality in procedures, or declare negotiations at an impasse and enter into negotiations with the next highest ranked firm, and assumes no liabilities in the event of cancellation of the project.
7. Proposals will be rated by a committee selected by North Slope Borough, CIPM staff. Negotiations with the highest rated proposals for the purpose of determining final project scope and contract amount is anticipated to begin early March 2014. Anticipate award of a contract and Notice to Proceed mid March 2014.
8. Evaluation criteria for submitted proposals are listed later in this document under “Evaluation Criteria” and identify the weighted factors used for the evaluation. Read each criterion in light of the proposed services to be obtained. Be aware of the assigned weight factors for each criterion.
9. The Borough assumes no liability in the event of cancellation of the project.

10. By submission of a proposal, the proposer agrees to allow the Borough or their representative to audit the accounting system and business records of the proposer.

11. The North Slope Borough format for the proposed contract consists of the standard Borough Professional Services Agreement, Design Professional, plus exhibits. Exhibit A of the agreement includes a general description of the work anticipated for this contract. Exhibit A may be edited to better define the scope of work, deliverables and or schedule, if required, during final negotiations. The Borough reserves the right to include additional terms and conditions during negotiations that are within the general scope of the original RFP.

12. Insurance provisions and required coverage's are contained in the Professional Services Agreement. Coverage for other than Professional Liability Insurance may be modified according to circumstances if a proposer fully and clearly demonstrates to the satisfaction of the Borough that the Borough will not incur any liability, or is at little risk of liability, as a consequence of the proposed modification. Proposer should not assume modification of coverage's will be granted.

PROPOSAL CHECKLIST:

1. Review the Scope of Services and the Evaluation Criteria, and provide the appropriate information regarding your teams' qualifications for each weighted criterion.
2. Submit one (1) original and five (5) complete copies of the proposal, and one (1) electronic PDF copy. Ensure the total number of pages prepared in response to the criterion does not exceed 50 pages per proposal. Note that each side of a double-sided submission equals one page. Proposer is advised that responses exceeding the maximum page limit may result in rejection of the proposal or such other limited action at the sole discretion of the Borough.
3. One copy of the following applicable items must be submitted with the proposal:
 - a. Consultant's Alaska Business License.
 - b. For each individual listed in the team provide a copy of their occupational license.
 - c. For incorporated contractors and subcontractors offering Architecture, Engineering, or Land Surveying, current copy of Corporate Practice Authorization.
 - d. Project Certification (see 'FORMS').
 - e. Disclosure of Ownership (see 'FORMS').
 - f. Non Collusion Affidavit (see 'FORMS').

PROPOSAL EVALUATION CRITERIA

Criteria with a weight of zero are not applicable to this RFP and should be disregarded. If weight is not indicated, contact the committee chairperson.

1. Proposed Project Manager

Weight: 15 points

Response must identify the proposed Project Manager to be directly answerable and engaged in performing the work. The employer, professional discipline, or job classification and state of residency must also be provided for the Project Manager. Alaska occupational license (professional registration) number must be listed if individual is an Architect or Chemical, Civil, Structural, Electrical, Mechanical, Mining/Petroleum Engineer or Land Surveyor.

Describe qualifications and experience in terms of educational, substantive, and managerial experience directly related to the proposed contract, relevant projects completed or in process, and the extent of the individual's responsibilities with respect to those projects. List particular managerial style or skills that may facilitate the design and construction administration process.

A response prepared specifically for this proposal is required. Standard resumes often include non-relevant information that may detract from the evaluation of the proposal. Lists of projects should include descriptions of the individual's specific duties and responsibilities as well as discussion of how that project experience relates to the proposed contract.

2. Proposed Staff

Weight: 25 points

Response should identify key staff in each of the proposed disciplines. List Alaska occupational license (professional registration) number for each individual if they are an Architect or Chemical, Civil, Structural, Electrical, Mechanical, Mining/Petroleum Engineer, Land Surveyor, and specification writer.

Describe their qualifications and experience in terms of educational and substantive skills directly related to the proposed contract, relevant projects completed or in process, and the extent of the individual's responsibilities with respect to those projects. Describe their specific role in the design and construction contract administration process of this project.

3. Resources

Weight: 10 points

Response must demonstrate adequate support personnel, experience, facilities, and other resources to provide the services required. If the experience is basically that of the Project Manager and Principal Staff, no further discussion of experience is warranted.

Discuss projected workload, and briefly address capabilities for providing additional services under an accelerated schedule. Address affiliations with appropriate specialized firms or organizations having a bearing on the type of work in the project. Address capacity to reassign personnel, equipment, and facilities whenever the proposed contract would require such capabilities or was delayed. Also, address financial condition and ability to bear cost of performance until compensated under terms of a contract.

4. Objective and Scope

Weight: 15 points

Response must demonstrate comprehension of the objectives and scope of the proposed contract including an understanding of working in remote, rural Alaska. Response to this question should not be a restatement of the scope as contained in the Contract. Define any assumptions made in formulating response to this question. A clear understanding of the effort required to complete the described work is critical.

In addition, a response to each of the following questions is required:

- a. In your capacity as the Contracting firm, what exactly will you do?
- b. How well will you do what you do?
- c. What is your understanding of the professional duty of a Contracting firm in the State of Alaska?
- d. Will you perform at least at the required level of responsibility?
- e. How will you compensate the persons who are damaged by reason of your failure to meet that standard?

5. Project Management and Scheduling

Weight: 15 points

Response should include discussion of overall responsibility for the contract, lines of authority, specific responsibilities of the Project Manager and principal staff, as well as estimates of their time available and potentially committed to the proposed contract. A comprehensive project schedule must also be provided. At a minimum, the project schedule should identify major milestones throughout the planning and design phase. Inclusion of tables, charts, and time lines is appropriate.

6. Past Performance

Weight: 20 points

A response for each item (a. - h.) is required.

In your past five (5) major projects, how many of them:

- a. were the size of the project now being considered?
- b. were projects with; less, greater or similar in complexity as this proposed project?
- c. were designed and bid to the original schedule? If not, provide reasons for changes in planned vs. actual schedule.
- d. were completed within the original cost for A&E services?
- e. were completed within original cost for construction?
- f. how many request for information (RFI or DC/VR's) concerning the Plans and Specifications were issued?, for each project.

g. how many change orders were issued to the A&E and construction contract?, for each project.

h. how many disputed changes or claims remained at the time of substantial completion?, for each project.

Provide Owner name(s) and references with addresses and telephone numbers on previous projects related to the above questions.

The evaluation committee will also discuss past performance references, factual knowledge, written evaluations, etc., and may identify issues to be addressed in negotiation; change the ranking for negotiation; or, reject a proposal.

PROFESSIONAL SERVICES AGREEMENT Draft Contract

**NORTH SLOPE BOROUGH
PROFESSIONAL SERVICES AGREEMENT**

CIP No.: **59150**

Project: **AREAWIDE WATER PLANT SCADA UPGRADES
Professional Services**

Project Administrator: **Melissa Ortega**

THIS AGREEMENT is made effective on the date written below between the NORTH SLOPE BOROUGH, hereinafter "Borough" and **TBD**, hereinafter "Consultant."

1. Services of Consultant

a. This Agreement is for professional services to the Borough.

The Consultant shall perform the services described in Exhibit A within the time frames specified in Exhibit A.

b. The Borough may by change order give authority to the Consultant to perform services in addition to those described in Exhibit A. The change order shall describe the additional services to be performed, the time frame within which the services must be performed and the compensation to be received for those services. Except as otherwise expressly stated in the change order, the additional services shall be in strict accordance with all terms and provisions of this Agreement. Without such change order from the Borough, the Consultant is neither authorized to perform services in addition to those described in Exhibit A nor is it entitled to any compensation other than that specified in Exhibit B.

c. The Consultant shall at the Consultant's own expense furnish to the Borough a copy of all information requested by the Borough for review of the Consultant's services while in progress.

d. The Borough shall provide the Consultant access in a timely manner, to those records, personnel and other items necessary for the Consultant to perform the services described in Exhibit A.

2. Term and Compensation.

The term of this Agreement shall be from the date of the issuance of the Notice to Proceed until **February 1st, 2015** in a total not-to-exceed amount of **\$ 0.00** as detailed in Exhibit B including reimbursables, unless modified by change order.

3. General Provisions

a. Independent Consultant. The Consultant is an independent contractor. It is neither an employee, partner, nor joint venturer with the Borough.

b. No Assignment. The Consultant may neither assign this Agreement nor any rights there under nor delegate any of its duties without first obtaining the written consent of the Borough.

c. Discrimination. The Consultant may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

d. Compliance With Laws. The Consultant agrees to comply with all applicable federal, state, and local laws and regulations.

e. Consultants. The Borough reserves the right to enter into separate Agreements directly with any contractor for any services. The Consultant shall not retain subconsultants, other than those expressly provided for herein, without the prior written approval of the Borough.

f. Borough. Whenever reference is made in this Agreement to "the Borough", this reference is meant to include the Borough or the authorized representative of the Borough.

g. Benefits. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to the Borough and to the Consultant, 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.

h. Exhibits. Exhibits A, B, and C attached to this agreement are incorporated into this agreement and made a part hereof.

4. Insurance Requirements for Consultants.

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

The Consultant shall procure and maintain the following insurance:

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office form number CG 0001 (Edition 12 07) covering Commercial General Liability.

ii. Insurance Services Office form number CA 0001 (Edition 03 06) covering Automobile Liability, symbol 1 "any auto".

iii. Workers' Compensation insurance as required by the State of Alaska and Employer's Liability Insurance.

iv. 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 Borough.

v. Employee Dishonesty insurance for loss to the Borough's property or money, caused by the fraudulent or dishonest acts of the Consultant's employees, or subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether acting alone or in collusion with others. ***Note: Employee Dishonesty insurance is required only for those Agreements where the Consultant has access to Borough money, securities, purchase orders, checks or any other Borough funds.***

b. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

i. 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-made form, the Consultant shall provide insurance for a period of five years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

If the Consultant utilizes a subconsultant(s) to perform any part of the work under this Agreement, the general liability insurance shall not contain any endorsements that exclude the work of the subconsultant(s).

ii. Auto Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

For any Borough auto(s) being driven by the Consultant (including any employee, supervisor, manager, agent, subconsultant or their employee, supervisor, manager, agent, etc.), the Consultant agrees to insure that vehicle(s) as a scheduled auto(s) to their auto policy. It is agreed that the Consultant's auto policy shall:

(a) Provide the primary liability insurance for the Borough auto(s) as though the auto(s) were a leased auto(s), naming the Borough as an additional insured and loss payee; and

(b) Provide for physical damage losses (both comprehensive and collision) with a deductible of no more than \$1,000 per accident and naming the Borough as an additional insured and loss payee.

iii. Workers' Compensation and Employer's Liability:

Workers' 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 - \$1,000,000 each accident;
Bodily Injury By Disease - \$1,000,000 each employee;
Bodily Injury By Disease - \$1,000,000 policy limit.

iv. 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 Borough of the completed project.

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

v. Employee Dishonesty:
\$500,000 per claim.

vi. Excess Liability:

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

c. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Consultant 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 Borough, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Consultant 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:

i. General Liability, Automobile Liability and Excess Liability

(1) The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.

(2) The Consultant's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute to it.

(3) The Consultant's 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.

ii. Workers' Compensation and Employer's Liability

The Consultant's insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subconsultant for the Borough.

iii. 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 of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Consultant's insurer(s) to the attention of the Borough's Risk Manager.

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

Consultant shall furnish the Borough with approved 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 provided by the Borough. All certificates are to be received and approved by the Borough before the contract is processed. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors

Consultant 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.

5. Indemnity

Consultant agrees to indemnify, defend (with legal counsel approved by the Borough), and hold the Borough and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for or related to loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by Consultant or any of its subcontractors under the Agreement, or the Work or Services provided or the condition or use thereof, regardless of any negligence of the Borough or their respective agents or employees, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the Borough or solely from the joint negligence or willful misconduct of the Borough and a third party directed by the Borough.

6. Notice to Proceed

This Agreement shall not be binding upon the Borough or the Consultant until the Borough furnishes a Notice to Proceed. The Notice to Proceed shall be attached to and made a part of this Agreement. Any work done by the Consultant before the Notice is furnished and attached to this Agreement shall be at the Consultant's own expense and risk, provided that the Consultant shall be compensated for such work under this Agreement, if any such Notice is later furnished and attached to this Agreement.

7. Ownership of Documents.

All work products prepared by the Consultant in fulfilling its duties under this Agreement shall be and remain the property of the Borough and the Borough shall have the right to use such products for any purpose without further claim on the part of the Consultant for additional compensation. In the event that the Borough uses the Consultant's work products for other than this project, the Borough hereby agrees to hold the Consultant harmless from any claims arising there from. The Consultant may retain a copy of any work product prepared by the Consultant in fulfilling its duties under this Agreement for the Consultant's records.

8. Termination and/or Suspension of Services

The Borough may terminate and/or suspend this Agreement, in whole or in part, whenever for any reason the Borough determines that such termination and/or suspension is in its best interests. Such termination and/or suspension shall be effected by personal delivery or by sending to the Consultant by certified mail notice of termination and/or suspension specifying the extent to which performance of work under this Agreement is terminated and/or suspended. The date of termination and/or suspension shall be the seventh calendar day after the Consultant's receipt of the notice. If a suspended project is reinstated, the payment due by the terms of this Agreement shall be equitably adjusted. In the event of any termination and/or suspension of this Agreement as provided herein, the Borough shall pay the Consultant, as full payment for all services performed and all expenses incurred by the Consultant under this Agreement all sums actually due and owing to the Consultant by the Borough under this Agreement on the effective date of the termination and/or suspension of the Agreement.

9. Law and Venue.

This Agreement shall be governed by the laws of the State of Alaska. Venue for any legal proceeding relating to this Agreement shall be in the Superior Court in Barrow, Alaska.

10. Dispute Resolution.

This Contract shall be construed under the law of the State of Alaska. Venue for claims arising under this Contract shall be Barrow, Alaska. Prior to initiating court action, the Contractor and the Borough shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Barrow, Alaska. This mediation will begin upon at least thirty (30), but no more than sixty (60) days prior written notice given by the Contractor or the Borough within the time for commencing a legal action involving the controversy. The independent third party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

11. Payment of Taxes.

The Consultant shall not be responsible for the provision or payment of insurance, taxes or costs incurred by subcontractors or personnel not on the Consultant's payroll. However, the Consultant shall secure, upon request by the Borough, written verification by subcontractors that all required insurance has been obtained and that all taxes have been paid.

12. Notice.

Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to the Borough or the Consultant shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, first-class, postage prepaid, addressed to the Borough or the Consultant at the address set forth below:

North Slope Borough
PO Box 69
Barrow, Alaska 99723

TBD

13. Disbursement of Moneys.

All disbursement of moneys by the Borough hereunder shall be subject to set off pursuant to the North Slope Borough Municipal Code § 3.05.070.

14. Entire Agreement.

This Agreement constitutes the entire Agreement between the Borough and the Consultant as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the Borough and the Consultant, its successors, executors, administrators, assigns and legal representatives.

15. Special Provisions.

Any special provisions applicable to this agreement are set forth in Exhibit C.

DATED the day and year last written below.

NORTH SLOPE BOROUGH

P. O. Box 69
Barrow, AK 99723

By: _____
Charlotte E. Brower, Mayor

Date: _____

TBD

By: _____

Date: _____

Reviewed As To Form:

North Slope Borough Law Department

EXHIBIT A
AREAWIDE WATER PLANT SCADA UPGRADES
Professional Services
(SCOPE OF SERVICES)

1. The work to be performed under this Agreement shall be commenced effective upon the issuance of the Notice to Proceed, and shall be substantially completed not later than the **TBD** day of **TBD, 2014**, unless modified by change order. For purposes of final billing, contract close out and other document processing, the final completion date of this Agreement shall be the **1st** day of **February, 2015**, unless modified by change order.

2. The Consultant shall perform all work required by the Agreement for the above-described project. The work which the Consultant is required to perform for this project consists of the following:

Analyze and evaluate Water Treatment Plants for implementation and commissioning of SCADA system upgrades and repairs for North Slope Borough (NSB) facilities in Anaktuvuk Pass, Atqasuk, Nuiqsut, Point Lay, Point Hope, Kaktovik, Wainwright. The Consultant shall review the network with NSB Information Technology personnel (Infocom) to identify any upgrades required to support the SCADA system. All travel coordination to villages shall be done through Infocom and/or Project Administrator. Consultant shall utilize current Wonderware platform and continues with the Borough's standard Cisco equipment.

An overall phased plan for upgrade and repair of the systems in all locations shall be developed. The Consultant will develop specifications that utilize the best up-to-date technology and industry standards.

Equipment

One (1) workstation will be added for management to view SCADA system from their remote office. The monitor will be wall mounted on a tilt mount. A Workstation location at Public Works is TBD. Workstation and monitor will be connected to via HDMI cable.

- a. One (1) Dell Optiplex 3010, (Dual core 3.3Ghz, 4GB mem, Win 7 64bit, Wireless Keyboard/mouse).
- b. One (1) Samsung 46" LED, Thin Frame TV monitor, with mount.

Seven (7) new system servers one for the WTP in the following villages: Anaktuvuk Pass, Atqasuk, Wainwright, Kaktovik, Point Lay, Point Hope, Nuisquit,

- a. Dell PowerEdge r420 servers with vmware 5.0
- b. Dell EqualLogix High Performance SAN
- c. Cisco 3750 series 24 poe switch

New High-Speed Network Switch for connection of new servers to SCADA system and NSB network; isolated from all other connections.

Software

Installation of Windows Server 2008, all Wonderware Systems, and all supports software on all machines.

Setup of weekly Application Gateway Server systems for access to SCADA system HMI from remote locations.

The Consultant will identify training opportunities for NSB personnel and provide hands-on training for designated personnel within the Borough.

End of Section

EXHIBIT B
AREAWIDE WATER PLANT SCADA UPGRADES
Professional Services
(FIXED RATE)

1. Compensation.

A. The Borough shall pay to the Consultant as compensation for the services the Consultant rendered in accordance with the terms of this Agreement.

SERVICES TOTAL AMOUNT NOT-TO-EXCEED: TBD.

B. Reimbursables. In addition to the sum set forth above, the following expenses, incurred as a direct result of the services performed hereunder, shall be reimbursed at the rate of **1.10** times the actual cost paid by the Consultant.

REIMBURSABLES TOTAL AMOUNT NOT TO EXCEED: TBD.

Reimbursables shall include the following: **Cost of permits during design including permits if required by State of Alaska or Federal requirements, copying, postage, telephone, fax, courier services, printing of out-of house review, travel expenses including hotel, airfare (coach), per diem of \$65 per day (except where camp cost includes meals), and other approved expenses.**

Consultant shall not be entitled to reimbursement for any expenses other than those specifically set out in this paragraph. Consultant shall submit documented invoices for all reimbursable expenses for which Consultant seeks reimbursement hereunder.

C. Total Compensation. Unless expressly agreed to in writing by the Borough and the Consultant, the maximum payment by the Borough to the Consultant for services rendered, and reimbursable expenses, in accordance with the terms of this Agreement.

TOTAL AMOUNT NOT TO EXCEED: \$ 0.00

2. Manner of Payment. The Borough shall make payments to the Consultant as follows: The Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred within thirty days of performance of the service or incurring the expense. The invoice shall itemize the hours worked, tasks addressed during the itemized hours; and shall include copies of invoices for reimbursable. Reimbursables shall be supported by true, correct and legible copies of Consultant's invoices for authorized reimbursables. Any claim for payment for services or expenses after more than thirty days shall be refused by the Borough. The Borough may, however, at its discretion, accept such a late claim upon a showing by the Consultant of a valid cause for the delay. Statements for services rendered shall be based upon Consultant's estimate of the proportion of the services actually completed at the time of the billing. If the Borough objects to any statements or portions thereof submitted by the Consultant, the undisputed portion shall be paid.

EXHIBIT C
AREAWIDE WATER PLANT SCADA UPGRADES
Professional Services
(SPECIAL CONDITIONS)

This Agreement is subject to the following special provisions:

SC-1: **Verification of Coverage** : Delete in its entirety and replace with, "Consultant shall furnish the Owner 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 which meet industry standard. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time".

SC-2: **Notice to Proceed** A Notice to Proceed will be issued for each phase of development. The contractor assumes all risk for work performed without a written Notice to Proceed. A notice to proceed may authorize work for multiple phases.

SC-3: **Schematic Design** Drawings and materials in the form of plans, elevations and sections required to convey the architectural design of the project to the Owner; outline specifications in sufficient detail to indicate the general description of the project, the type of structure, the kinds and quality of materials, mechanical and electrical systems to be installed in the project; and an estimated project construction cost to be entitled "Estimated Project Construction Cost--Schematic Design Phase."

(A) Consult with the Owner to ascertain and confirm project requirements as identified by P.A.R.

(B) Provide all soils, water, air, and geothermal investigation including testing and reports necessary to enable the Design-Professional to design the project.

(C) Provide all land surveys of the site, prepared by a registered land surveyor, indicating all conditions, grades, right of ways, restrictions, encroachments, zoning restrictions, utilities, and locations which are necessary for the Design-Professional to design the project. The Contractor shall be responsible for setting control points to adequately locate the final project.

(D) Prepare for Owner approval Schematic Design documents incorporating the project requirements. The Owner may require schematic documents to be revised, if in the Owner's opinion, they do not meet the project requirements.

(E) Prepare an Estimated Project Construction Cost.

Documents shall specifically include the following items:

(A) Title sheet and site plan which indicate the project's major civil engineering concepts, legal descriptions, test holes, and other site features including parking.

(B) Exterior elevations indicating materials and configurations of elements.

(C) Plans which indicate all component relationships, all major components, and sufficient information to clearly define the project.

(D) Drawings indicating major structural components and systems.

(E) Schedules indicating materials and finishes.

(F) Drawings indicating basic mechanical elements sufficient to describe the intended systems and location of major elements.

(G) Drawings indicating basic electrical elements sufficient to describe the intended systems and location of major elements.

(H) Description of compliance with all applicable codes, laws, ordinances and regulations.

(I) Narrative outline of specifications which indicates initial materials and systems selection for each section prepared in the C.S.I. Master format.

(J) Secure preliminary review, through the Owner, of any regulatory agency having jurisdiction.

SC-5: **Design Development** On approval by the Owner of the schematic design study prepared by the Design Professional, the Design Professional shall prepare and submit for the Owner's approval design development documents consisting of drawings showing the site and floor plans, elevations, cross-sections and other appropriate features of the project; outline specifications fixing and illustrating the size, character and quality of the entire project, the essentials of the materials to be used in the project, the essential features of its mechanical and electrical systems and other appropriate features; and an estimated project construction cost, entitled "Estimated Project Construction Cost--Design Development Phase," in sufficient detail to indicate the cost of all categories of the work involved in constructing said project.

The documents shall specifically include the following:

(A) Further development of the approved Schematic Design elements with greater detail.

(B) Typical building and wall sections.

(C) Completion of all testing and/or analysis necessary to complete the design.

(D) Sizing and location of major mechanical/ electrical elements and graphic delineation of basic systems.

(E) Confirmation proposed materials are readily available and appropriate for application in the arctic environment.

SC-5: **Construction Administration** After award by the Owner of a general contract for the construction of the project, the Design Professional shall provide construction administration services during the actual construction of the project by:

(A) Coordinating the activities of the project team members to ensure proper interaction between the project team and the Owner. Holding regularly scheduled meetings with the project team and the Owner.

(B) Maintaining orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Design Professional clarifications and interpretations of the contract documents, progress reports and other project related documents.

(C) Providing technical direction to any project inspector or project manager who may be employed by the Owner.

(D) Assisting any project observer or project manager and general Contractor in preparing a marked set of prints indicating dimensional locations of buried utility lines, which set of prints capable of reproduction by direct printing process shall be delivered to the Owner on completion of the project.

(E) Furnishing upon request by the Owner clarification, definitions and interpretations of the Contract Documents.

(F) Review the Contractor's project schedule, schedule of shop drawing submissions, schedule of values, and other items as appropriate. Require Contractor revisions as required. Recommend approval or disapproval of these items to the Owner.

(G) Receiving, recommending for approval or disapproval on behalf of the Owner shop drawings, samples, submittals, and other submissions of the Contractor for conformance with the Contract Documents of the project and compliance with the contract documents.

(H) Evaluating, on receipt of an application for payment (Invoice) from the Contractor, the amount due to the Contractor based on work accomplished in accordance with the Contract Documents. The Design Professional shall countersign the application for payment to demonstrate concurrence and accuracy. In the event of non-concurrence, the Design Professional shall resolve the differences with the Contractor or shall file with the Owner an exception report as applicable.

(I) Review and recommend approval or disapproval, to the Owner requests for substitution of any materials or equipment from those required by the Contract Documents for the project.

(J) Review Contractor's request for modifications to the Contract Documents and recommend approval or disapproval, to the Owner.

(K) Receive, and review Operation and Maintenance Manual submittals, from the Contractor. Return incomplete and/or incorrect submittals for correction. Recommend approval of corrected O & M manuals to the Owner.

(L) Preparing change orders for signature by the Contractor and approval of the Owner.

(M) Making such reports as may be required by the Owner for its use or the use of any public agency on the progress of the construction of the project including administration of state and federal grants.

(N) Submitting monthly project reports in a format as designated by the Owner but generally not to exceed three single spaced, typed, 8 1/2" x 11" pages, that comprehensively and concisely addresses the project's current status, compliance with budget and schedule, problems encountered

and anticipated corrective action thereto, as well as any other relevant and pertinent information that can reasonably be considered appropriate and necessary to adequately inform the Owner of the true project status.

END OF SECTION

FORMS

PROJECT CERTIFICATION

PROJECT

Project Number 59150

Project Title: **Areawide Water Treatment Plants SCADA Upgrade**

DESIGN PROFESSIONAL DATA

Design Professional: _____

Alaska Business License No.: _____

Individual(s) to sign contract: _____

Title(s): _____

CERTIFICATION

I certify that I am a duly authorized representative of the Design Professional listed below and that the information and material enclosed with this proposal accurately represent capabilities of the Design Professionals' and subconsultants' offices identified herein for providing services indicated. I further certify, to the best of my knowledge and belief, any cost and pricing data submitted herewith is accurate, complete and current as of the date signed below and will continue to be accurate and complete during the performance of the contract, if awarded. The contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Design Professionals and subconsultants. This proposal is valid for at least ninety days.

Signature: _____

Name: _____ Date: _____

Title: _____ Telephone: _____

Design Professional's Office Address for which this submittal is made:

Street: _____

P. O. Box: _____

City, State, Zip: _____

DISCLOSURE OF OWNERSHIP

NSBMC § 2.36.030 CONFLICT OF INTEREST

(B) DISCLOSURE OF OWNERSHIP. All persons, companies, organizations, or other entities contracting with the Borough must disclose the names of any owners, directors, and officers. This disclosure must accompany any bid submitted for a contract with the Borough. In cases where competitive bidding has been waived, the above disclosure must accompany the contract.

CONTRACTOR/COMPANY NAME

Contractor intends to do business as:

- Sole Proprietor Partnership Corporation
 Joint Venture Other: _____

Owner (s) of all involved: (give percentage of ownership)

Name	Title	Percentage
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Directors or Officers of this firm:

Name	Office or Title	Company Name
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of person holding signature authority Date

Title

END OF SECTION