



**CITY AND BOROUGH OF JUNEAU (CBJ)
REQUEST for BIDS**

**EAGLECREST MATERIAL SUPPLY BLASTING
BID No. MR BE21-035**

BID DEADLINE & SUBMISSION: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on July 2, 2020**, or such later time as announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter. To attend the bid opening by telephone, bidders and interested members of the public can dial 907-713-2140 then enter the Participation ID Code 258358.

PHYSICAL LOCATION for courier or hand deliveries: City and Borough of Juneau, Purchasing Division, 105 Municipal Way, Room 300, Juneau, AK 99801

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

BID PACKAGE. To be considered, all bidders must complete and include the following at the time of the deadline for bids. Missing documents will deem this bid non-responsive:

- Bid Schedule and Signature Page
- Subcontractor Report
- Bid Bond or Cashiers Check not less than 5% of the total amount of the bid.

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on June 29, 2020, in the Porcupine Lodge board room at Eaglecrest Ski Area, 3000 Fish Creek Rd, Juneau, AK 99801. The object of the conference is to acquaint Bidders with the project and bid documents. Conference call capability will be available for the Pre-Bid meeting. Bidders intending to participate via conference call shall notify contracts@juneau.org by 8:00 a.m., June 29, 2020.

DEADLINE FOR BIDDER QUESTIONS. 4:30pm June 30, 2020.

SCOPE OF WORK.

1. **Shot location 1.** Eaglecrest desires pricing for drilling and shooting approximately 7,000 bank cubic yards from the rock source located 1.16 miles above the Eaglecrest Base Area Parking Lot directly adjacent to the Eaglecrest Summer Road.
2. **Shot location 2.** Eaglecrest desires pricing for drilling and shooting approximately 3,000 bank cubic yards from the rock source located at mile 4.23 of Fish Creek Road
3. Final dimensions of each shot to be determined in the field in consultation with Eaglecrest staff.
4. The intent of the shot is to provide a well graded shot suitable for trail building (greater than 60% at 12" minus)
5. Quantity of rock drilled and shot will be paid by **bank cubic yard** based on the borehole foot and approved blast pattern. No payment will be made for drilling below pit floor grade.

6. The Maximum blasting pattern shall be 8' X 8'
7. Powder factor shall be greater than 1.2 pounds of explosive per cubic yard.
8. Site clearing, grubbing and overburden removal to be performed by Eaglecrest.
9. Contractor shall notify CBJ and Eaglecrest a minimum of 48 hours prior to blast to coordinate closure of the Eaglecrest Summer Road
10. Contractor shall be responsible for traffic control including obtaining any required road closures permits
11. Contractor shall be responsible for repair of any damage to road surface due to shot.
12. Contractor shall be responsible for removing shot debris from road surface affected by blasting operations.
13. Contractor shall perform Public and Agency Notification required for blast.
14. Contractor shall submit their consultant approved blast plan to Greg Hudson, Project Manager, a minimum of 24 hours prior to the blast
15. Eaglecrest Staff will be available for a site visit for interested parties.

LOCATION OF THE PROJECT. Eaglecrest Ski Area in Juneau, Alaska.

COMPLETION TIME FOR THE WORK. The Contractor shall have until August 1, 2020, to complete all Work as described.

SITE INSPECTION. Bidders are encouraged to visit the Project site prior to submitting a bid for this Work. Failure to visit the site shall in no way relieve the Contractor of its responsibility to perform the Work in compliance with the terms and specifications of this Contract.

QUALITY OF WORK. The Contractor shall employ workers and craftspeople qualified in the necessary trades. All Work shall conform to the drawings and specifications, industry standards and practices, and the manufacturer's requirements. The Contractor shall be responsible for the supervision and control of all Work; the safety of the workers; and assurance that the quality of Work and character of workers conform to all applicable laws and regulations.

QUALIFICATIONS. By submitting a bid, the Contractor warrants that it is qualified to perform the Work described in accordance with all applicable codes, standards, and regulations. The Contractor shall, upon request by the CBJ, provide all documentation showing the Contractor's qualifications and/or registrations necessary for completion of the Project.

AWARD. Award of this Bid, if it is awarded, will be on the basis of materials and equipment described in these Bid documents and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed.

CONTRACTOR'S RESPONSIBILITIES. The Contractor shall designate a Construction Superintendent, or designee, who shall serve as the Contractor's point of contact and be in full charge of the Work, ensuring that construction is performed in a safe and professional manner. Unless otherwise approved in writing by the Owner's Project Representative, the Construction Superintendent shall acknowledge and accept, on behalf of the Contractor, all written change orders, directives, approval, or rejection notices.

The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related thereto. The Contractor shall conduct all Work in such a manner as to protect CBJ resources.

The Contractor shall comply with all applicable laws, regulations, codes, and ordinances. In addition, the Contractor shall obtain applicable licenses and permits, unless directed otherwise; provide supervision, labor, tools and new materials, unless directed otherwise.

SUBCONTRACTING. If this project will have subcontractors, the Contractor shall submit a list of Subcontractors who will be working on the project (form attached to the end of this document), and to comply with Alaska Department of Labor Wage and Hour requirements and the Alaska Employment Security Act. The Employment Security Tax Clearance form will be issued with the Notice to Proceed.

CANCELLATION. The CBJ, as Owner, reserves the sole right to cancel this Contract, in whole or in part, immediately, in the event of the Contractor's failure to perform the Work in conformance with these Contract Documents.

CONTRACT ADMINISTRATION AND ACCEPTANCE. The CBJ, through its authorized representative, will perform the Contract Administration and Inspection for this Work. The CBJ reserves the right to determine the acceptability of the finished Project. Should the Contractor fail to meet the required specifications, the Contractor shall immediately complete the Project as specified, at no additional cost to the CBJ.

COMPENSATION. The Contractor shall be paid based on the amounts shown on the bid schedule, upon satisfactory completion and acceptance of the Work by the CBJ and notification by the State Department of Labor that the Contractor has complied with its requirements.

INSURANCE REQUIREMENTS. The Contractor must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this document, with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the Contractor or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any Subcontractor engaged in Work under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least A-VII. The Contractor shall maintain in force at all time, during the performance of Work under this contract, the following policies of insurance. **"The CBJ shall be named as additional insured for any and all work performed for the CBJ."** (Additional insured requirements not required for Worker's Compensation coverage.) The apparent low Bidder is required to submit proof of this insurance by 4:30 p.m. on the second business day following the date of the Posting Notice. Failure to meet this requirement may result in award of the project to the next bidder.

1. Workers' Compensation Insurance. The Contractor, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), will provide the CBJ and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for workers compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers' Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, the State will implement the provisions of AS 23.30.045 8 and CBJ, at its option, may terminate this agreement for cause without liability.

- a. Employers Liability

Bodily Injury by Accident:	\$100,000.00 Each Accident
Bodily Injury by Disease:	\$100,000.00 Each Employee
Bodily Injury by Disease:	\$500,000.00 Policy Limit
- b. The Contractor agrees to waive all rights of subrogation against the Owner for Work performed under the contract.
- c. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the contract.

2. Commercial General Liability Insurance. Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

The minimum limits of liability shall be:

\$1,000,000 each occurrence for General Liability and Products/Completed Operations;
 \$1,000,000 for Personal Injury Liability;
 \$2,000,000 Aggregate for Products-Completed Operations;
 \$2,000,000 General Aggregate.

3. Business Automobile Insurance.
 \$1,000,000 per accident, combined single limit, covering owned, non-owned and hired automobiles.

TITLE 36 (Little Davis-Bacon) REQUIREMENTS. If your Bid exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to the Contract Administrator at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "**Start**" on your first payroll, and "**Final**" on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

Contact Information:

Wage and Hour Section
State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division and
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842
<http://labor.state.ak.us/lss/home.htm>

Greg Smith, Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873
greg.smith@juneau.org

If you need additional information, contact the State of Alaska, Department of Labor at 465-4842.

QUESTIONS CONCERNING THE SOLICITATION. All questions should be directed to caleb.comas@juneau.org.

FINAL PAYMENT. Prior to final payment of the final 5% of this contract, the Contractor must submit the following documents:

1. Employment Security Tax Clearance for the Contractor and each Subcontractor from Alaska Department of Labor, Juneau Field Tax Office – (form to be provided with Notice to Proceed)
2. Compliance Certificate and Release Form – (form to be provided with Notice to Proceed)
3. Approved Notice of Completion of Public Works (from DOL) if project exceeds \$25,000.

LOCATION MAP



Standard Terms and Conditions

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all the documents and any addenda to those documents. The submission of a Bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request For Bids documents. The failure or neglect of a bidder to receive or examine any of the Bid documents shall in no way relieve that bidder from any obligations with respect to that bidder's proposal, or to the contract. Misinterpretation or a claimed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

Interpretation of Bid Documents: Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the CBJ Engineering Department, Contracts Office. If required, amendments to the Bid documents will be in the form of an addenda and, when issued, will be sent as promptly as is practical to all parties that have signed up as plan holders. All such addenda shall become part of the contract. Request must be sent to the CBJ Engineering Department, Contracts Office, 155 South Seward Street, Juneau, Alaska 99801.

Preparation of Bid: Bid must be submitted on the Bid forms provided, or copies thereof, and be completed in all respects as required by the Bid documents. Each Bid shall include all information requested, and be manually signed in ink.

Addenda: Each Bid shall include acknowledgment in the space provided in the Bid form, receipt of all addenda issued during the bidding period. Failure to acknowledge all addenda may result in the Bid being rejected as not responsive. It shall be the bidder's responsibility to inquire about addenda issued.

Qualification of Bidders: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. If requested by the CBJ Engineering Department, the **low bidder** shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, and its key personnel who will be assigned to this contract.

Specifications: Unless otherwise specified in the Bid, product brand names or model numbers specified in this Bid are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern.

Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature is provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

Bid Prices: The bid prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor, except as may be provided otherwise in the contract documents. Price bid must be in U.S. Funds.

Additional Units on Bid Award: The CBJ may from time to time request additional units above the amount stated in the Bid, realizing that additional orders constituting more than 25% of the amount stated in the Bid would be with the concurrence of the Contractor.

Extension of Prices: In case of error in the extension of prices in the Bid, the unit prices will govern; in a lot bid, the lot prices will govern.

Firm Offer: For the purpose of award, offers made in accordance with this Bid must be held firm for a period of ninety (90) days from the date of Bid opening.

Contract Extensions: Unless otherwise provided in the Bid, the CBJ and successful bidder/Contractor agrees: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension.

Default: In case of default by the Contractor, for any reason whatsoever, the CBJ may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

Billing Instructions: Except as specifically allowed under the Bid, invoices must be billed to the Engineering Department, as noted on the purchase order. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the Bid have been met.

Equal Employment Opportunity: The CBJ is an affirmative action purchaser and encourages small and disadvantaged businesses to submit bids.

Rejection of Bids: The CBJ reserves the right to reject any or all bids and to determine which bid, if any, should be accepted in the best interest of the CBJ. The CBJ reserves the right to waive any Informality in a Bid.

INDEMNIFICATION: The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT: Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal

property declarations). Failure to meet these requirements may be cause for rejection of your bid.

To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

RESPONSIBLE BIDDER. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.

NON-RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- If a Bid is received after the Deadline for Bids.
- If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- If the Bidder has not acknowledged receipt of each Addendum.
- If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

BID SCHEDULE and SIGNATURE PAGE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1	All labor, materials, and equipment to drill and shoot Shot Rock at Shot Location 1.	BCY	7,000				
2	All labor, materials, and equipment to drill and shoot Shot Rock at Shot Location 2.	BCY	3,000				

**Note: Attaching any additional documents not specified or requested may cause your quote to be considered conditioned and therefore be deemed non-responsive.*

Federal Tax ID#: _____ No. of Addenda Received: _____

 Company Name (Please Print) Company Phone // Company Fax

 Complete Company Address

 Authorized Representative (Please Print) Direct Line or Cell Number for Rep.

 Representative's Email Address Company Email

 Signature of Authorized Representative Date

SUBMIT THIS PAGE

LIST OF SUBCONTRACTORS (AS 36.30.115)

The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. ***If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.***

<u>SUBCONTRACTOR</u>	¹ AK Contractor <u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	✓ i f <u>DBE</u>
1. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

SUBMIT THIS PAGE

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ as Principal, and _____
as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter
called
"OWNER," in the sum of _____
_____ dollars, (not less than five percent of the total amount of the Bid) for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK
required under the Bid Schedule of the OWNER's Contract Documents entitled.

**EAGLECREST MATERIAL SUPPLY BLASTING
CBJ Contract No. MR BE21-035**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and furnishes
the required certificates of insurance and receives a Purchase Order with a Notice to Proceed letter
from the OWNER, then this obligation shall be null and void, otherwise it shall remain in full force
and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said
Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's
fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20__

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

SUBMIT THIS PAGE