



INVITATION TO BID (IFB) NO. MR BE20-261
Juneau Police Department (JPD) Fence Reinforcement Material Installation

ISSUED BY: Greg Smith, Engineering Contracts Administrator

ISSUE DATE: 05/5/2020

PRE BID CONFERENCE: Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on May 8, 2020, via teleconference. The object of the conference is to acquaint Bidders with the bid documents and site conditions. Bidders intending to participate shall notify Caleb Comas in the CBJ Engineering Contracts Division by emailing contracts@juneau.org by 4:30 p.m., May 7, 2020, to receive call-in instructions.

SITE VISIT: **Due to the Covid 19 pandemic, there will be NO SITE VISIT for this project.** CBJ is providing as many pictures and details available. Bidders must determine and submit a bid using the information provided.

Bidders who wish to complete an unaccompanied field verification of the work site should review the instructions located under the heading **FIELD VERIFICATION.**

DEADLINE FOR BIDS: Sealed bids must be received by the CBJ Cash Office **prior to 2:00 p.m., Alaska Time on May 14, 2020,** or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Cash Office, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

SUBMITTING: **Bids are accepted via in-person delivery or courier at the CBJ Cash Office.**
(See contact info above. *Note: Mail to Alaska takes longer than expected-plan accordingly)

You must submit the following prior to the Bid Deadline:

1. Bid Schedule & Signature page
2. Provide Proof of Bid Licensing Requirements
3. Insurance Requirements Acknowledgement form, Attachment A
4. Bid Bond, Attachment B
5. Affix the Bid Label, below, to the sealed envelope

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER		
To submit your Bid:		
1. Print your company name and address on the upper left corner of your envelope.		
2. Complete this label and place it on the lower left corner of your envelope.		
S E A L E D	BID NUMBER: <u>MR BE20-261</u>	B I D
	SUBJECT: <u>JPD Fence Reinforcement Material Installation</u>	
	DEADLINE DATE: _____	
	PRIOR TO 2:00PM ALASKA TIME	

CONTACT & QUESTIONS: Greg Smith, Contract Administrator, phone 907-586-0873, fax 907-586-4530, greg.smith@juneau.org is the sole point of contact for all issues pertaining to this procurement. Questions will be received until 4:30 pm on May 12th, 2020.

ADDENDA: Any changes to CBJ issued documents will be in the form of an addendum to the Bid. Addenda are issued as promptly as is practical to all planholders. All such addenda shall become part of the Bid.

General Terms and Conditions

Examination of Quote 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 Invitation to Bid (IFB) 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 Contracts Division. If required, amendments to the Bid documents will be in the form of an addendum and, when issued, will be sent as promptly as is practical to all parties to whom the IFB documents have been issued. All such addenda shall become part of the contract.

Preparation of Bid: Bid must be submitted on the IFB forms provided, or copies thereof, and be completed in all respects as required by the IFB documents. Each Bid shall include signature of authorized representative to bind the company.

Addenda: Each bidder shall acknowledge receipt of all addenda issued in the space provided in the quote document. Failure to acknowledge all addenda may result in the bid being rejected as non-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 Owner, the **apparent successful 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. *(Revised 1-13-15 MJ)*

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. *(Rev. 6/12 NAT)*

Specifications: Unless otherwise specified in the IFB, product brand names or model numbers specified in this IFB are examples of the type and quality of product required and is not statements of preference. If the specifications describing an item conflict with a brand name or model number describing an 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 are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

Bid Prices: Unless otherwise specified in the IFB, bid prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor. Price quote must be in U.S. funds.

Additional Units on IFB Award: The City/Borough may from time to time request additional units above the amount stated in the IFB realizing that additional orders constituting more than 25% of the amount stated in the IFB 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 quote, the lot prices will govern.

Funds: The City and Borough of Juneau (City or CBJ) is a government agency and should funds not be appropriated, the Contract will be null and void. *(Revised 6/09 NAT)*

Firm Offer: Unless otherwise specified in the IFB, for the purpose of award, offers made in accordance with this IFB must be irrevocable for a period of ninety (90) calendar days from the date of quote opening.

Contract Extensions: Unless otherwise provided in the IFB, the City 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.

Cooperative Purchasing: Other governmental agencies may be extended the opportunity to purchase off this quote with the agreement of the successful vendor(s) and the City and Borough of Juneau. However, the City is not an

agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established "piggy-back" procurements.

Default: In case of default by the contractor, the City 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.

Vendor Name Change: Should the vendor's business name change, or should the business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the City's Purchasing Division, by all vendor parties involved, no later than 30 calendar days from the date of change. Written notification should state the type of change, reason for change, and the Federal Employer Identification Number of all vendor parties involved, and legal documentation verifying the change. Failure to provide notification of the aforementioned change(s) within 30 calendar days of the change, may be grounds for purchase order cancellation without further cause.

Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee.

Assignment of Contract: Any contract resulting in this IFB may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division.

Billing Instructions: Except as specifically allowed under the IFB invoices must be billed to the Accounts Payable Office as printed on the purchase order; not the Purchasing Office. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the IFB have been met. Questions concerning payment should be addressed to the Accounts Payable Section.

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

Bidder's Preferences: This grant funded project does not allow for any Bidder's Preferences.

Rejection of Quotes: The City reserves the right to reject any or all quotes and to determine which quote, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a quote.

Cancellation of Bid/Quote Solicitation: The City may cancel, in whole or in part, any Request for Bids/Quotes when it is in the best interest of the City. *(Rev. 7/13 MJ)*

Fax Disclaimer: It is the responsibility of the bidder to submit modifications in a timely manner. Bidder's use of a fax machine to modify their bid shall be at bidder's sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline. *(Revised 6/09 NAT)*

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. *(Revised 9/13 MJ)*

Precedence: The general terms and conditions apply and are standard to the City's Purchasing Division for this purchase. Other specific terms and conditions may be provided in Specifications, of this IFB. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence.

INTENT: The intent of this quote is to contract with a Contractor for provision of materials and installation of reinforcement fencing materials to an existing perimeter fence located at the City and Borough of Juneau (CBJ or City) Juneau Police Department (JPD). The scope of work is described in the quote Technical Specifications. *Note Vendor(s), Contractor(s), or Bidder(s) may be used as terms to identify businesses or individuals who are planning to submit bids.

GRANT FUNDING REQUIREMENTS: Funding for this procurement is provided by **U.S. Department of Homeland Security Grant Number EMW-2017-SS-00048-S01** through the Alaska Division of Homeland Security and Emergency Management *2018 State Homeland Security Grant Program, 20SHSP-GY17*. **Award restrictions apply when using these grant funds.** *Vendors must comply with all Federal Guidelines and rules governing the use of Federal monies.* Vendors acknowledge that they have reviewed, understand, and agree to comply with all DHS&EM Contract Assurance requirements detailed at: <http://ready.alaska.gov/Grants/GeneralInformation#Procurement> Prior to award, the apparent low Vendor's compliance and/or good standing with the U.S. Government System for Award Management (S.A.M.) will be verified. Payment to the Vendor may be withheld if the Vendor is not in compliance and/or good standing with the S.A.M.

COMPLETION DATE: The installation must begin as soon as feasible after award of the bid and the **fence must be completed and invoiced before or by 6/17/2020.**

FIELD VERIFICATION: Vendors have the opportunity to conduct an unaccompanied field verification of the work site upon notification and approval from JPD. **To request a time to conduct a site visit Vendors must email JAPaskowski@juneaupolice.com by the close of business (4:30 p.m. AK time) on Tuesday, May 12, 2020. Bidders must not attempt a field verification without prior notification and approval.**

PRICE: The Unit Price is to include all related costs, including materials, labor, and installation as specified per linear foot. The total bid price is to consider the project to total 640 linear feet. **Any change orders will only adjust the quantity of linear feet.**

AWARD: Award will be made by Total Bid to the lowest responsive, responsible bidder meeting all requirements.

Prior to Award, and within 7 calendar days of bid opening, the low bidder shall provide the following:

1. Certificate of insurance as specified in Attachment A
2. List of subcontractors (Form to be provided after bid opening)
3. List of all persons and necessary information to run Background Checks
4. Performance Bond (Attachment C)
5. Payment Bond (Attachment D)

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://certpay.dol.alaska.gov/portal.aspx> If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Greg Smith, at the email

address Greg.Smith@juneau.org . If Vendor elects to submit paper copies, they should be submitted to the State of Alaska address listed below, with copies mailed to the City, 155 S. Seward St. Juneau, AK 99801, Attn: Greg Smith.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of **all** Sub-Contractors. 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 Sub-Contractors 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: 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, Phone: 907-465-4842, Web site: <http://labor.alaska.gov/lss/whhome.htm> If you need additional information, contact the State of Alaska, Department of Labor at 465-4842, and Greg Smith, CBJ Contract Administrator at greg.smith@juneau.org or contracts@juneau.org

INVOICING/PAYMENT: Payment will be made in full, by the City, within thirty (30) calendar days after completion and acceptance of the work performed by the Vendor. Receipt of one single invoice with the City's purchase order number referenced must be received by *Michelle Brown, Emergency Programs Grant Coordinator* via email at: Michelle.brown@Juneau.org **before or by 6/17/2020 to begin the initiation of payment.**

Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. This form will be provided with the Purchase Order. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

CONTRACT & PROJECT MANAGER: The Administrative Contract Manager for this project will be Jessie Paskowski, Administrative Officer, for the Juneau Police Department. When work commences a Site Project Manager will be designated by JPD. The Site Project Manager will inspect the Vendor's installation and work practices on an on-going basis throughout the project to ensure that the fence material installation is done with best practices in-mind; i.e. fencing materials meet specifications, are free of faulty fabrication, and execution of work meets specifications and expectations.

INSTALLATION POINT: The installation point is the Juneau Police Department facility located at 6255 Alaway, Avenue, Juneau, AK 99801.

GUARANTEE: The bidder guarantees that the fencing materials offered are standard and the latest model of regular stock product with all parts regularly used with the type of materials offered; also, that no attachments or part have been substituted or applied contrary to manufacturer's recommendations or standard practice. The fencing materials used must be guaranteed against faulty workmanship.

ACCEPTANCE: The City reserves the right to review, observe, inspect and accept the completed work product (job) of the Contractor. The Contractor agrees to complete the job so that the project will meet the expectations of the CBJ upon final inspection.

TERMINATION FOR CONVENIENCE: The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is liable only

for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

DEFAULT AND TERMINATION FOR CAUSE: If Contractor fails to perform a material obligation under this contract, the CBJ may consider the Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor's reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. The Contractor shall cure the default within the timeframe identified in the notice of default, or, if the default is not curable within the timeframe specified, provide a written cure plan acceptable to the CBJ, which shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that the CBJ approves the plan. The CBJ's payment obligations shall be held in abeyance until the default is cured. If Contractor fails to cure the default, unless otherwise agreed in writing, the CBJ may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that the CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the scope of work. The CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges. Upon termination, the contract may be offered to the next responsible, responsive bidder or re-bid.

BACKGROUND CHECKS: Within seven calendar days after Bid Opening, the Contractor will provide JPD with a list of all persons that they intend to employ to perform the services and complete the work on this project for the CBJ. The list must contain the first/last name, cell phone number, DOB and Driver's License/ID number for each individual who will be performing services on the grounds of the JPD facility. Only persons who have cleared a background check will be authorized to perform the work.

LICENSING & INSURANCE: The Contractor is responsible for obtaining all required permits and licenses, to comply with applicable city, state and federal laws. Additionally, the Contractor agrees to comply with all applicable national, federal, state, local and borough regulations, codes and laws; be liable for all required insurance, licenses, permits and bonds; pay all applicable federal, state and local taxes. **When submitting their bid pricing the Contractor will also provide copies of required licenses.** See **ATTACHMENT A** for the types and amounts of insurance required for this contract. The Low Bidder must provide certification of proper insurance coverage prior to the award of the contract.

TECHNICAL SPECIFICATIONS:

GENERAL SCOPE OF WORK DESCRIPTION: The work under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing reinforcement fencing materials as specified on the existing fence so as to reinforce the existing fencing located in the northwest corner of the JPD parking lot. The intent of the project is to reinforce the existing fence making it harder to gain entry to the JPD facility.

WORKSITE: The Contractor shall install galvanized expanded mesh metal panel fence material and bury chain-link fence material as specified around the exterior back of the Juneau Police Department on the existing fence the fence that need reinforcement, as those areas are more hidden from view. The total length will be approximately 640 linear feet. Due to Covid 19 there is no use of the JPD public lobby restrooms. Contractors will need to make other arrangements should facilities be needed while working. All Measurements are Approximate, serious bidders are strongly encouraged to schedule a field verification to field verify the total amount of materials and labor required to accomplish the work as specified. The tires and small miscellaneous items will be removed prior to work commencing. The large shipping containers will not be removed.

PRODUCTS-MATERIALS: All Fencing materials must conform to industry standards. Sizes of posts, rails and braces shall conform to the industry standard dimensions and weights.

- Galvanized expanded mesh metal panels 8 feet tall shall be used as the added layer of fencing.
- 6 gauge chain link material shall be buried to prevent people from digging under the fence.
- Ties shall be at least 9 gauge steel and at intervals not exceeding 6 inches.
- D-1 rock shall be used to cover the buried fence.
- Galvanized expanded mesh metal panels shall be 10 gauge
- Galvanized expanded mesh metal panels shall have a diamond shape opening style; with a 3/4 inch opening on the short way of the diamond (SWD).

EXECUTION:

- All trees, brush, and other obstacles that would interfere with the construction of the fence shall be removed and disposed of at the discretion and expense of the Vendor.
- Galvanized expanded mesh metal panels 8' tall to be secured to the inside of the existing chain-link fence posts.
- Galvanized expanded mesh metal panels to be attached with star washers and self-roping/drilling stainless screws.
- Galvanized expanded mesh metal panels shall be fastened to every top rail at the 12" centers.
- Fasten 6 gauge chain link fence material to posts with twist ties. Mechanically applied hog-ring ties shall be placed every 6" along the bottom connecting the galvanized expanded mesh metal panels to the existing fence
- Hog-ring ties shall be placed every 6" along the bottom connecting the existing fence to the buried chain link fence.
- Fasten the new galvanized expanded mesh metal panels to the existing fence along the top rail at 12 inch centers.
- Add 7 gauge bottom tension wire to both expanded mesh panel and existing fence and hog-ring at 6" centers.
- Buried chain link fence will start at ground level, extending out 4' and be at least 12" beneath ground level at the farthest point away from the existing fence.
- D-1 will cover the buried fencing material at least 4" above the existing ground level.
- The D-1 covering will be compacted to 95%.
- The existing ground along the line of the fence location shall be a smooth, uniform surface, to the extent that no abrupt changes in grade exist between adjacent fence posts.
- The galvanized expanded mesh metal panels shall be set vertical and shall be of uniform and equal height above the ground.
- The fence shall be constructed to follow a smooth profile. Nowhere, however, throughout the fence length shall be the distance between the ground surface and the galvanized expanded mesh metal panels be greater than four inches, nor less than two inches.
- All runs of fence shall present the same general appearance. The fencing product used must be new and of one manufacturer except for items which do not influence the appearance of the completed fence.
- No used, re-rolled, or open seam steel will be permitted in posts, gate frames, rails or braces.
- **Installation Site** Pictured- Below



- **Approximate fence line:** See 'FIELD VERIFICATION' section for info to Request Appointment
- **Approximate dimensions are:** 640 linear feet









JPD will remove the Tires and Misc. Equipment pictured prior to fence reinforcement installation.

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1	All labor, materials and equipment as specified	LF	640				

*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

INSURANCE REQUIREMENTS. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non- contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. Contractor agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The City and Borough of Juneau shall be named as additional insured for this policy. ****Policy Endorsement Required******

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. ****Policy Endorsement Required****

Workers Compensation Insurance.

If required by Alaska Statute (see Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's Sub-Contractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000) per injury and illness, and five hundred thousand dollars (\$500,000) aggregate. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ. ****Policy Endorsement Required******

A Certificate of Insurance, along with all required amendatory policy endorsements, must be provided within five (7) calendar days of notice of *Bid Opening*.

- We have discussed price and availability of the required insurance coverage with our insurance representative
- We already carry this coverage.

Authorized Signature

Printed Name

Company Name

INCLUDE THIS PAGE WITH YOUR BID

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.

**JPD Fence Reinforcement Material Installation
Contract No. MR BE20-261**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the
time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters
into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes
the required certificates of insurance, and furnishes the required Performance Bond and Payment
Bond, 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)

INCLUDE THIS PAGE WITH YOUR BID

PERFORMANCE BOND.

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and

firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____ dollars (\$ _____) in lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a
certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date)
_____, a copy of which is hereto attached and made a part hereof for the construction
of:

**JPD Fence Reinforcement Material Installation
Contract No. MR BE20-261**

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**JPD Fence Reinforcement Material Installation
Contract No. MR BE20-261**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF ATTACHMENT C

PAYMENT BOND.

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)
hereinafter called "Principal" and _____
(Surety)
of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)
for the penal sum of _____
_____ dollars (\$ _____) in lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a
certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date)
_____, a copy of which is hereto attached and made a part hereof for the construction
of:

**JPD Fence Reinforcement Material Installation
Contract No. MR BE20-261**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors,
and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such WORK, and all insurance premiums on said work, and for all labor
performed in such WORK, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise
to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**JPD Fence Reinforcement Material Installation
Contract No. MR BE20-261**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF ATTACHMENT D