



## **REQUEST FOR PROPOSALS**

**(C3) RFP E22-331**

### **TERM CONTRACT for DOWNTOWN STAIR REHABILITATION SERVICES**

Issued by: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Caleb Comas', written over a horizontal line.

Caleb Comas, Contract Administrator

Date: 5/17/22

Term Contract For  
Downtown Stair Rehabilitation Services  
(C3) RFP E22-331

**SCOPE OF SERVICES:** The purpose of this document is to solicit proposals from qualified Contractors to provide construction services at various locations within the CBJ to repair, refurbish, or reconstruct stairs within CBJ rights-of-way. The proposed term contract will cover small projects not-to-exceed \$50,000 each. Three Contractors will be selected. Work will be contracted on a rotational basis among the selected three.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska time on May 26, 2022.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate via teleconference shall request the call-in information from the CBJ Engineering Contracts Division by emailing [contracts@juneau.org](mailto:contracts@juneau.org) by 4:30 p.m., on May 25, 2022.

**QUESTIONS REGARDING THIS RFP:** Caleb Comas, Contract Administrator, phone 907-586-0800 ext. 4196, fax 907-586-4530, [caleb.comas@juneau.org](mailto:caleb.comas@juneau.org) is the sole point of contact for all issues pertaining to this procurement.

**NOTICE TO PROPOSERS:** The Engineering Department only accepts proposals submitted electronically, through Public Purchase. Information regarding Public Purchase, a free e-procurement service, can be found at the following links:

<https://juneau.org/finance/purchasing/bids-rfps> and <http://www.publicpurchase.com/>

**DEADLINE FOR PROPOSALS:** Electronic proposals are to be uploaded to Public Purchase **prior to 2:00 p.m. Alaska Time on June 7, 2022**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, **regardless of cause**. No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

**CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS**

City and Borough of Juneau, Purchasing Division  
155 South Seward Street  
Juneau, AK 99801

The CBJ Purchasing Division's phone number is 907-586-5215 and fax number 907-586-4561.

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## **1.0 GENERAL INFORMATION**

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

### **1.1 Purpose**

The purpose of this document is to solicit proposals from qualified Contractors to provide general civil construction services through individual Project Agreements. Up to three Contractors will be selected for the Term Contract. Each Project Agreement will be limited to a maximum fee of \$50,000. Contractors will be selected on a rotational basis for a given Project Agreement and the selection will be based on the availability of the Contractor for the given Project Agreement. If a Project Agreement is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. The CBJ has the right to refuse fees deemed unreasonable. After a signed Project Agreement between the CBJ and the Contractor has been completed, a Notice to Proceed and a purchase order will be issued.

The cost of each individual project performed under these term contracts may not exceed \$50,000. For projects costing \$5,000 or less, contractors may be offered work without adherence to the rotation schedule described above.

### **1.2 Scope of Services**

General Construction Repair, Rehabilitation, and New Work

The Contractor shall perform all work according to the City and Borough of Juneau's Standard Details 4th Edition, August 2011 and furnish all labor, materials, parts and equipment needed to complete each project under this contract. Work shall include but not be limited to:

- Stairway repair
- Stairway refurbishment
- Stairway reconstruction
- Miscellaneous associated carpentry
- Miscellaneous associated concrete work

General Information

The price estimate supplied by the Contractor for a specific contract must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. If a project task is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. A Project Agreement will be signed by the Contractor and the CBJ Contracts Officer. Each project will stand alone and must be authorized in the form of a written Notice to Proceed from the Contracts Officer.

Although the primary purpose of this contract is to perform work that has been pre-scheduled, there may be work that requires an immediate response. Work may also be

required outside of the CBJ's regular business hours (Monday – Friday, 8:00 a.m. – 4:30 p.m.), including weekends and CBJ holidays.

In the event that no construction contracting services are requested during the contract period, project tasks will not be assigned.

### **1.3 Completion**

In order to be considered for a term contract, proposing Contractors must be an Alaska-licensed General Contractor and must maintain the required insurance listed in Appendix C of Attachment 1 - Sample Term Contract.

Desirable qualifications include Contractors with experience working in CBJ stairway construction or similar construction projects and general carpentry. Contractor should also demonstrate the ability to work independently with basic direction and minimal supervision – provide project descriptions and references demonstrating such work.

### **1.4 Contract Period**

The initial contract period is from the date of award through December 31, 2022, with an automatic renewal for three additional years.

If a renewal period is mutually agreed upon between the City and the Contractor, Hourly Rates Mark-ups on materials may be adjusted. See Appendix B – Compensation of Attachment 1 – Sample Term Contract.

### **1.5 Background**

Juneau is Alaska's Capital City. The CBJ municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Engineering Department is located on the 3rd Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

### **1.6 Questions**

Questions regarding this proposal should be directed to:

Caleb Comas, Contract Administrator  
City and Borough of Juneau  
ENGINEERING DEPARTMENT  
Marine View Center – 3<sup>rd</sup> Floor  
230 South Franklin Street  
Juneau, Alaska 99801

**Email:** [caleb.comas@juneau.org](mailto:caleb.comas@juneau.org)  
**Telephone:** (907) 586-0800 ext. 4196  
**Fax:** (907) 586-4530

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

### **1.7 Standard Contract Language**

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign in the event of acceptance of its proposal.

## **2.0 Rules Governing Competition**

### **2.1 Pre-Proposal**

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

### **2.2 Proposal Development**

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. Proposals shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received no later than the date and time specified in the cover letter. Proposals not received by the date and time specified in the cover letter will not be considered.

### **2.3 Disclosure of Proposal Contents.**

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

### **3.0 PROPOSAL CONTENT REQUIREMENTS**

#### **3.1 Title Page**

Show the Request for Proposals subject, the name of your firm, address, telephone numbers, and name of contact person and date of submission.

#### **3.2 Table of Contents**

Clearly identify the materials by section and page number.

#### **3.3 Letter of Transmittal**

Limit to one or two printed pages.

3.3.1 Give names of the person(s) who will be authorized to represent your firm, their title(s), address(es), telephone number(s) and email address.

3.3.2 The transmittal letter must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the transmittal letter must be printed below or adjacent to the signature.

3.3.3 State whether the firm is a Juneau proposer per Section 7.0.

3.3.4 Acknowledge receipt of all addenda.

#### **3.4 Past Record of Performance**

3.4.1 Provide background information on the firm including specialized experience, capabilities, unique qualifications in the field and proof of five years work experience in Southeast Alaska.

3.4.2 Provide a list of at least three similar projects for CBJ or other Southeast Alaska agencies. Include project description, dates the work was performed and contact information for references on the project.

#### **3.5 Capacity of Firm**

3.5.1 Describe the ability of the Contractor to meet potential project requirements for the variety of work listed in section 1.2 Scope of Work.

3.5.2 Discuss the Contractor's ability to respond to projects requiring a fast response.

#### **3.6 Hourly Rates and Mark-up**

Proposers are required to provide hourly rates and percentage of mark-up on materials. Incomplete pricing may result in the rejection of a proposal. Submitted labor rates shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the total hourly rate shown on the hourly rate and mark-up schedule. (Attached to this Request for Proposals.) Hourly rates shall remain the same

for the life of the initial term contract, expiring December 31, 2022, with an automatic renewal for three additional years. The Contractor may request, in writing, by December 1, a rate increase once per year. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index. Proposers are required to provide the percentage mark-up to be used for materials. This mark-up will be applied to the invoice amount of the materials used for any given project.

### **3.7 Licenses**

The proposal must include a statement indicating that all necessary business and corporate licenses are currently held and must provide the license numbers. If all necessary licenses are not currently held, the proposal must indicate that the necessary applications have been made and that the firm is qualified for the licenses.

## **4.0 EVALUATION OF PROPOSALS**

### **4.1 Criteria**

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

### **4.2 Evaluation Data**

The evaluation Data discussed below is the presented in an effort to delineate which criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

#### **4.2.1 Past Record of Performance**

Stair Construction Work: evaluation of the Proposer's experience in stair reconstruction within the CBJ right-of-way as well as related work throughout Southeast Alaska will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

#### **4.2.2 Capacity of the Firm**

Evaluation will be made on the Proposer's ability to perform the desired services. The proposal should discuss the ability to provide a variety of services including but not limited to the items listed in Section 1.2 Scope of Work and experience with past project requiring a fast response.



#### 4.2.3 Hourly Rates

Hourly rates shall be awarded points according to the following formula:  
Points Awarded = (Lowest Hourly Rates Total) X (Maximum Points for Hourly Rates) ÷ (Proposed Hourly Rates Total)

#### 4.2.4 Mark-up on Materials

Mark-up on Materials shall be awarded points according to the following formula:  
Points Awarded = (Lowest Mark-up Percentage) X (Maximum Points for Mark-up) ÷ (Proposed Mark-up Percentage)

#### 4.2.5 Established Juneau proposer according to SECTION 7.0.

### **4.3 Evaluation Process**

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals.

## **5.0 SELECTION AND AWARD**

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

## **6.0 INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

## **7.0 JUNEAU PROPOSER POINTS**

Juneau proposer points shall be awarded if the Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <https://juneau.org/law-department>.

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

## 8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <https://juneau.org/law-department>.

## 9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants 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 Consultant 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 Consultant 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 Consultant 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 proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907) 586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

***Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.***

**HOURLY RATE AND MARK-UP SCHEDULE  
CBJ DOWNTOWN STAIR REHABILITATION SERVICES TERM CONTRACT  
(C3) RFP E22-331**

**HOURLY RATES and MATERIAL MARKUP**

**COMPANY NAME:** \_\_\_\_\_

**Hourly Rate**

1.	Labor Rate (Normal Working Hours)	\$
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**Material Mark-up**

1.	Percentage markup on materials	%
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**EVALUATION/RANKING**

**CONTRACTOR:** \_\_\_\_\_

**SCORED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**POINTS AWARDED**

		<b><u>Points Possible</u></b>	<b><u>Score</u></b>
1.	Past record of performance in stair reconstruction within the CBJ right-of-way and in Southeast Alaska.	0 – 35	_____ _____
2.	Capacity of firm to perform the services.	0 – 30	_____ _____
		<b>Subtotal</b>	_____

**The Contract Administrator will assign points for criteria 3 – 5 below.**

3.	Hourly rates for regular working hours.	0 – 20	_____ _____
4.	Mark-up on materials.	0 – 10	_____ _____
5.	Firm meets Juneau proposer requirements.	0 or 5	_____ _____
	<b>TOTAL POINTS</b>	<b>100</b>	_____

**INDIVIDUAL RANKING**

\_\_\_\_\_



## ATTACHMENT 1

### SERVICES CONTRACT TERM CONTRACT FOR DOWNTOWN STAIR REHABILITATION SERVICES Contract No. RFP E22-331

**This Agreement** is entered into by and between the City and Borough of Juneau, Alaska ("City"), and \_\_\_\_\_ company name \_\_\_\_\_ whose address is \_\_\_\_\_ phone and fax \_\_\_\_\_ ("Contractor").

**Witnesseth:**

**Whereas,** the City desires to engage the Contractor for the purpose of rendering certain professional services, and

**Whereas,** the Contractor represents that it is in all respects licensed and qualified to perform such services;

**Now, Therefore,** the parties agree as follows:

**1. CONTRACTUAL RELATIONSHIP.** The parties intend that an independent Contractor/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the City.

**2. SCOPE OF SERVICE.** The Contractor shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Contractor will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

**3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.**

(A) Except as noted in Appendix A, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Contractor or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

**4. TIME OF PERFORMANCE.** The services of the Contractor are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

**5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be Caleb Comas, Contract Administrator. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representative shall be \_\_\_\_\_.

**6. COMPENSATION.** The City agrees to pay the Contractor according to the schedule attached as Appendix B. The Contractor's estimated fee schedule is attached to Appendix B.

**7. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

**8. TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Contractor will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

**9. CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

**10. CHANGES.** The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

**11. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**12. CONFLICTS OF INTEREST.** Contractor agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Contractor learns of any such interest, the Contractor shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

**13. ETHICS.** Contractor shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Contractor shall at all times exercise unbiased judgment when performing its duties under this contract.

**14. PUBLIC RELATIONS.** Contractor shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

**15. ELECTED OFFICIALS.** The Contractor shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Contractor will promptly notify the Project manager of any request by an elected official for project-related information.

**16. ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**17. RECORDS.** During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

**18. INSURANCE REQUIREMENTS.** The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Contractor and its insurance carrier waive subrogation against the City.

**19. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's negligent 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 attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the Contractor and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement 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.

**20. CHOICE OF LAW; JURISDICTION.** This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

**21. SUCCESSORS.** This Contract shall be binding upon the successors and assigns of the parties.

**22. PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

**23. TERMS AND CONDITIONS.**

Defective Work: The Contractor, at its own expense, must remedy and correct any defect in its work or in articles, materials or services which it provides in connection with the work when said defects are brought to its attention within one year of completion of the work. The CBJ has the right to withhold 10% percent of the payment until the project is completed and accepted by the CBJ Project Manager. The Contractor must, without additional expense to the City, be responsible and make whole all injury, loss or damages to persons or property which may result from the use of any equipment, materials or workmanship which is inferior, defective or not in conformance with the terms or conditions, as specified in this bid.

If the Contractor fails to correct any defective work within a reasonable time frame set by the City, the City may, at its sole option, terminate the contract and/or obtain the necessary contract services from another source. The City may hold the original Contractor responsible for any excess costs the City has incurred in order to correct the deficiencies.

Permits, Laws and Taxes: The Contractor must obtain all required permits (including building permits, if needed), licenses and bonds to comply with applicable municipal, state and federal laws.

Compliance: The Contractor must comply with all applicable federal and state labor, wage, hour and safety laws. To determine compliance, the City reserves the right to inspect and audit the Contractor's records and to inspect the Contractor's premises and job sites.

Contract and Project Agreement Amendments: Any requested changes or alterations to the contract must be approved by the Contract Administrator. Any requested changes or alterations to a specific project agreement must be approved by the designated CBJ Project Manager for that project. Any changes or work performed without such approval, even if approved by the user department, will not be binding.

Impossibility to Perform: The Contractor will not be liable for default or breach of contract resulting from impossibility to perform when caused by "Acts of God" or as otherwise provided by the law.

Performance of Contract: If the Contractor is not performing according to the conditions stated in the bid document (contract), City staff will list the nonconformance issues and notify the Purchasing Division in writing and copy the Contractor. If, for some reason, these complaints are not resolved and/or the same type of complaint is being demonstrated over and over and the "good faith effort" in correcting differences appears to be ignored, the Purchasing Division will consider the contract "in breach" and terminate immediately. In the event the City finds it





**APPENDIX A: SCOPE OF SERVICES**  
**Term Contract for Downtown Stair Rehabilitation Services**  
**Contract No. RFP E22-331**

See Scope of Work in RFP E22-331.

**Subcontractors**

Subcontracting will be accepted only upon approval from the CBJ Contract's Office. If a Subcontractor is accepted, the following requirements shall apply.

- Department of Labor (DOL) requirements as indicated in Section 1.8 of RFP.
- Required insurance as indicated in Section 6.0 of RFP.
- A Subcontract Report shall be submitted from the Contractor.

**APPENDIX B: COMPENSATION**  
**Term Contract for Downtown Stair Rehabilitation Services**  
**Contract No. RFP 22-331**

***Amount of Payment***

**HOURLY RATES/MARK-UP PERCENTAGES**

*Basic Hourly Rate, Labor Prices and Administrative Overhead:* Basic hourly rate during regular business hours, includes all labor and tools. Basic hourly rate shall include all provisions necessary to perform work defined under the scope of work. No charges may be made for freight, delivery, non-required supervision, or other miscellaneous expenses. The Contractor must invoice lesser rates for apprentice labor. The City reserves the right to audit or inspect the Contractor's records to determine accuracy of any charges.

*Price Adjustment:* Hourly rates and mark-up percentages will be held firm throughout the initial contract period (December 31, 2022). If a renewal period is agreed upon, **only** the basic hourly rate may be subject to price adjustment increase based upon documentation relating to union wage increase.

*Material/Parts Prices:* The price of materials/parts used in this contract is to be F.O.B. Juneau job site. All work orders that accompany billing invoices must clearly define cost of the materials billed to the City. The Contractor must make pricing information available to the City upon request. The cost shall not exceed invoice plus ten (10) percent. The City will periodically ask the Contractor to verify costs. If a discrepancy or question arises, the City may require actual invoices showing the Contractor's cost for materials/parts. The City will provide a minimum of 24 hours advanced notice when requesting price verification. In the event the Contractor continues to charge a higher percentage than specified above, the City will have just cause for terminating the contract.

*Billing Invoices:* A separate invoice must be submitted for each job and must include detailed hourly labor, equipment, material costs and any other items chargeable to that job, along with the CBJ purchase order number. Invoices without a purchase order number may be returned to the Contractor. The CBJ Project Manager will review each invoice individually to determine if charges are applicable and make payment accordingly. ***Invoices must be submitted within 30 calendar days of completion of the work. Failure to provide invoices in a timely manner may result in cancellation of contract.***

**APPENDIX C: INSURANCE REQUIREMENTS**  
**Term Contract for Downtown Stair Rehabilitation Services**  
**Contract No. RFP E22-331**

The Contractor shall provide evidence of insurance 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.** Proof of this insurance is required before contract execution.

1. Workers' Compensation Insurance. (Additional insured requirements not necessary for Worker's 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 and Engineer 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. 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.

The City and Borough of Juneau shall be named as an "Additional Insured" under all liability coverages listed above with the exception of Worker's Compensation insurance.

STANDARD TERM CONTRACT