

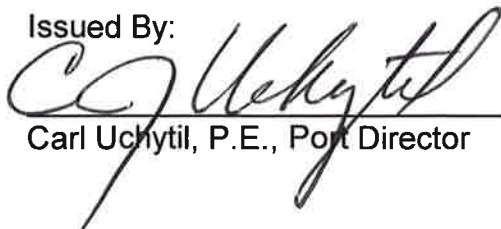
**The City and Borough of Juneau  
Docks & Harbors**

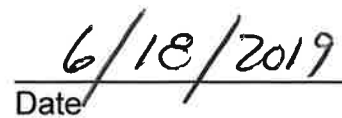
**REQUEST FOR PROPOSALS**

**RFP No. DH19-090**

**Term Contract for  
Plumbing and Mechanical Work**

Issued By:

  
\_\_\_\_\_  
Carl Uchytel, P.E., Port Director

  
\_\_\_\_\_  
Date

# Term Contract for Plumbing and Mechanical Work Contract No. DH19-090

**SCOPE AND INTENT:** The purpose of this document is to solicit proposals from qualified Contractors to provide plumbing and mechanical work (labor) to CBJ Docks and Harbors. The proposed term contract will cover small projects not-to-exceed \$50,000 each.

**REQUEST FOR PROPOSAL DOCUMENTS** may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292, and on our website at

**QUESTIONS REGARDING THIS RFP:** Teena Larson, Administrative Officer, or Mary Wolf, Administrative Assistant, phone (907) 586-0282 or (907) 586-0292, fax (907) 586-0295 is the point of contact for all issues pertaining to this procurement. No oral interpretations concerning the RFP will be made to any person. *Requests for an interpretation must be made in writing and delivered or sent by fax to CBJ Docks and Harbor at least 4 days before the submittal date.*

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the City & Borough of Juneau Room 224, Juneau, AK at **9:00 AM, Tuesday July 2nd.** Interested Consultants are encouraged to attend. Anyone planning to attend is required to register 24 hours prior to this meeting by emailing [teena.larson@juneau.org](mailto:teena.larson@juneau.org).

**DEADLINE FOR PROPOSALS:** Sealed proposals will be received until 2:00 p.m., Alaska Time on Friday July 12th, 2019, or such later time as the Port Director may announce by addendum to plan holders at any time prior to the deadline. Please provide three copies of your proposal. Late proposals will not be accepted and will be returned, unopened.

**NOTE:** Mailing/delivery times to Alaska may take longer than other areas of the U.S. Please register by sending an email to [teena.larson@juneau.org](mailto:teena.larson@juneau.org). Please reference the RFP number. Any information entered will be publicly available on the Plan Holder's list for this project.

Proposal documents delivered in person or by courier service must be delivered to:

**PHYSICAL LOCATION**  
City and Borough of Juneau  
Docks & Harbors  
76 Egan Drive  
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

**MAILING ADDRESS:**  
City and Borough of Juneau  
Docks & Harbors  
155 South Seward Street

## 1.0 GENERAL INFORMATION

This 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 plumbing and mechanical construction services, including marine related projects through individual Project Agreements. Each Project Agreement will be limited to a maximum fee of \$50,000. 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.

**1.2 Scope of Services:** It is the intention of the CBJ to enter into a term contract with a Contractor to perform plumbing and mechanical construction services, including marine related projects.

New construction and/or reconstruction work may be accomplished through this contract. The price estimate supplied by the Contractor for a specific project must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. Each Project Agreement will stand alone and must be authorized in the form of a written Notice to Proceed by a representative of CBJ Docks and Harbors.

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, 8:00a.m. – 4:30p.m.), including weekends and CBJ holidays.

The CBJ does not guarantee that any Project Agreements will be made under this contract, nor guarantee any minimum contract value.

In the event that no plumbing and mechanical services are requested during the contract period, Project Agreements will not be assigned. Contractors selected for the Term Contract shall submit their current hourly rate, to be made a part of the Term Contract. If a renewal period is agreed upon, the hourly rate may be subject to a price adjustment based upon supporting documentation by the Contractor.

**1.3 Subcontractors:** Subcontracting will be accepted only with written authorization from the CBJ Port Engineer. If a Subcontractor is accepted, the following requirements shall apply.

- A Subcontract Report shall be submitted from the Contractor
- Verification that the Subcontractor is in good standing with CBJ.

**1.4 Minimum Qualifications:** In order to be considered for a term contract, proposing Contractors must have **at least** five years of experience as a licensed Mechanical Contractor in Alaska and confirmed harbor-related work experience.

**1.5 Contract Period:** The initial contract period is from July 1, 2019 through June 30<sup>th</sup>, 2020, with an option to renew for three additional one-year periods upon mutual agreement.

**1.6 Background:** Juneau is Alaska's Capital City. The CBJ Port Director's office is located at 76 Egan Drive, Juneau, Alaska 99801. The Port Director's office is located on the 2<sup>nd</sup> floor of the Seadrome Building.

**1.7 Questions:** Questions regarding this proposal will be handled by:

Teena Larson, Administrative Officer, or Mary Wolf Administrative Assistant  
Docks & Harbors  
City and Borough of Juneau  
**Telephone:** (907) 586-0282 or 0292  
**Fax:** (907) 586-0295

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

## **1.8 Standard Professional Services Contract Language**

Attached to this RFP is a CBJ standard contract which should be carefully reviewed by proposers, as it is the basis of the agreement that the CBJ intends to contract with the selected Consultant in the event of acceptance of its proposal.

## **2.0 RULES GOVERNING COMPETITION**

### **2.1 Pre-Proposal**

#### **2.1.1 Examination of the Request for Proposals**

Proposers should carefully examine the entire Request for Proposals (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**

#### **2.2.1 Confidentiality**

The content of proposals will be kept confidential until the selection of the Contractor is publicly announced. All materials submitted in response to this RFP will become the

property of the CBJ. One copy will be retained for the official files of Docks and Harbors and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals.

### 2.2.2 Proposal Submission Process

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 Contractors for the requested services. All costs associated with the respondents' preparations, submission and oral presentations shall be the responsibility of the Proposer.

All proposals must be signed. A proposal may be signed by the Proposer or by an agent(s) only if the agent is an officer or a corporate representative authorized to sign contracts on the Proposer's behalf, a member of a partnership, or is properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Proposals must be received in the number of copies stated in RFP cover letter not later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

## **3.0 PROPOSAL CONTENT REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

### **3.1 Title Page**

Show the Request for Proposals subject and RFP number, the name of your firm, address, telephone numbers, 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**

Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

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

The transmittal letter must be signed by a corporate officer who has authority to bind the firm. The letter must acknowledge receipt of all addenda.

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

Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field.

Provide references and proof of five years of plumbing & mechanical work experience in Southeast Alaska including harbor related work.

### **3.5 Capacity of Firm**

Discuss the Scope of Services and how the firm will provide the desired services.

Include a statement acknowledging the ability of the Contractor to meet potential project requirements for the variety of work listed under section 1.2, Scope of Services.

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

Provide hourly rates for regular working hours (8:00a.m. to 4:30p.m. Monday – Friday).

Provide hourly rates for work outside of regular working hours, including weekends and CBJ holidays.

Provide mark-up percentages for materials.

### **3.7 Licenses**

The proposal must include a statement indicating that all necessary business, corporate, and professional 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 numbered one through six (1 through 6).

## **4.2 Evaluation Data**

The Evaluation Data discussed below is presented in an effort to delineate what 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 this RFP.

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

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Specific attention will be paid to the following items:

- a. Monitors and maintains project schedules.
- b. Establishes overall project success through close coordination with all parties.
- c. Controls construction budgets, maintaining best interests of Owner.
- d. Delivers high quality services within established budgets.

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

Evaluation will be made of the Proposer's ability to perform the desired services. The proposal should discuss the ability to provide the variety of services. These include but are not limited to the items listed in Section 1.2, Scope of Services.

### **4.2.3 Hourly Rates**

List hourly rates of personnel for work performed during regular working hours of 8:00 a.m. – 4:30 p.m. Monday – Friday.

### **4.2.4 Hourly Rates Outside Regular Working Hours**

List hourly rates of personnel for work performed outside regular working hours of 8:00 a.m. – 4:30 p.m. Monday – Friday. Include list for weekends and holidays.

### **4.2.5 Mark-Up of Rates**

Submit mark-up percentages for materials and sub-contractors.

## **4.3 Evaluation Process**

Evaluation of the proposals will be performed by Docks and Harbors.

## **5.0 SELECTION AND AWARD PROCESS**

The proposals will be individually scored by the Selection Committee. The reviewers' scores are then ranked according to the individual scores, with the highest score given a ranking value of one. The lowest composite numerical rank will be used to determine

the successful proposer. In the event of a tie, the raw scores of the proposers who are tied will be totaled. The proposer with the highest composite score will be selected.

Proposal evaluation results are anticipated to be announced within 15 calendar days of the submission date, although all offers must be complete and irrevocable for 60 days following the submission date.

Award of a term contract, if made, will be to the responsible proposers selected in accordance with the criteria described in section 4.0 EVALUATION OF PROPOSALS of this RFP.

The CBJ reserves the right to award a term contract solely on the basis of written proposals and reserves the right to award a term contract to the successful firm without further discussion.

The successful proposers shall submit certification of proper insurance coverage as required by the RFP for inclusion in the contract.

## **6.0 INSURANCE REQUIREMENTS**

The Contractor shall provide, as a minimum, the following insurance: The City must be named as an additional insured as respects their interest in this project, except for Professional Liability Insurance and Workers Compensation insurance. The Project Name and Number shall be referenced on the Certificate of Insurance. Proof of the following insurance is required prior to award:

**6.1 Commercial General Liability Insurance.** The Contractor must maintain Commercial General Liability Insurance in an amount 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 Contractor must assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the terms of this Contract, except for sole negligence on the part of the City.

**6.2 Workers Compensation Insurance.** The Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's Subcontractors 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 (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

**6.3 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.



Each policy shall be endorsed to waive all rights of subrogation against the CBJ by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

## 7.0 LOCAL BONUS POINTS

Local bonus points shall be awarded if Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, section 53.50.010(5). CBJ Ordinance 53.50 can be viewed electronically at the following internet address:

<http://www.juneau.org/law/code/purchasing.pdf>

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Port Director's Office.

## 8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director's Office, and expires at the close of the next business day.

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 586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following Internet address:  
<http://www.juneau.org/law/code/purchasing.pdf>.

## 9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

Vendors/merchants conducting business within the CBJ are required by law to register with the CBJ for sales and property taxes. Vendors/Merchants must be in good standing for all amounts owed to the CBJ prior to award and prior to all contract renewals, but in any event no later than five business days following notification by the CBJ of intent to award. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. **To determine if your business is subject to these requirements, or for further information, contact the CBJ Finance Department, Treasury Division, at (907) 586-5265 concerning sales tax and 586-5268 concerning business personal property and real property tax.**

**9.1 Rejection of Proposals:** Docks and Harbors reserves the right to reject any proposal which:

- Is conditioned, incomplete, obscure, or irregular,
- Omits a proposal on any item or items on which bids are required,
- Is accompanied by insufficient or irregular proposal guaranty or,

- Is submitted by proposers who have previously failed to perform properly or to complete contracts as specified.

Docks and Harbors reserves the right to reject any or all proposals and to determine which proposal, if any, should be accepted in its best interest.

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

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

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

### EVALUATION/RANKING

		POINTS AWARDED	
		Points Possible	Score
1.	Past record of performance on contracts with the CBJ, other governmental agencies, and private industry.		_____
	a. Monitors and maintains project schedules.	0 – 10	_____
	b. Establishes overall project success through close coordination with all parties.	0 – 10	_____
	c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	_____
	d. Delivers high quality services within established budgets.	0 – 10	_____
2.	Capacity of firm to perform the services.	0 - 20	_____
3.	Hourly rates for regular working hours.	0 - 15	_____
4.	Hourly rates for work outside of regular working hours.	0 - 15	_____
5.	Mark – up on Rates.	0 - 10	_____
6.	Local Bonus Points.	0 – 5	_____
<b>TOTAL POINTS</b>		<b>105</b>	_____
<b>INDIVIDUAL RANKING</b>			_____



# Port of Juneau

## TERM CONTRACT FOR PLUMBING AND MECHANICAL WORK Contract No. RFP \_\_\_\_\_

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

(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 performed under this term contract shall commence after execution of any Project Agreement and issuance of Notice to Proceed. Amendments to this Contract or any Project Agreement may be made upon mutual, written agreement prior to the stated expiration date. **This Contract expires June 30<sup>th</sup>, 2020, but may be extended on a yearly basis for three additional years if agreed to by both parties.**

**5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be **Gary Gillette, Port Engineer**. The Port Director 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 Port Engineer.

**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 Port Engineer 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.** Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Contractors, and insurers, with respect to any action, claim or lawsuit arising out of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82, but only to the extent such action, claim, or lawsuit is caused or alleged to have been caused by Contractor's negligence. "Contractor" includes the Contractor's employees, its agents, and its subcontractors. The Contractor shall not be required to indemnify City for a claim of, or liability for, the independent negligence of City. "Independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. If there is a claim of, or liability for, the joint negligent error or omission of the City and Contractor, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. City 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 Port Engineer. 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 Port Engineer. Any requested changes or alterations to a specific project agreement must be approved by the designated CBJ Port Engineer 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

mandatory to obtain services of another Contractor, the original Contractor may be held ultimately responsible. For any additional costs which may be incurred by the City.

Project Agreement Closeout: Prior to final payment, the Contractor shall provide the following documents to the Port Engineer:

- Alaska Department of Labor (DOL) documents (Notice of Completion of Public Works and ESC Clearance for prime and all subcontractors).

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In Witness Whereof the parties have affixed their signatures the date first above set out:

**CITY AND BOROUGH OF JUNEAU**

---

Carl Uchytel, PE  
Port Director

Date

**Representative Name**

---

**Name  
Title**

Date

Approved as to content \_\_\_\_\_, CBJ Law Dept

Risk Review \_\_\_\_\_, CBJ Risk Dept



**APPENDIX A: SCOPE OF SERVICES**  
**Term Contract for Plumbing and Mechanical Work**  
**Contract No. RFP DH\_\_\_\_\_**

**Scope of Services:**

New construction and/or reconstruction work may be accomplished through this contract. The price estimate supplied by the Contractor for a specific project must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. Each Project Agreement will stand alone and must be authorized in the form of a written Notice to Proceed by a representative of CBJ Docks and Harbors.

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, 8:00a.m. – 4:30p.m.), including weekends and CBJ holidays.

The CBJ does not guarantee that any Project Agreements will be made under this contract, nor guarantee any minimum contract value.

In the event that no plumbing and mechanical services are requested during the contract period, Project Agreements will not be assigned. Contractors selected for the Term Contract shall submit their current hourly rate, to be made a part of the Term Contract. If a renewal period is agreed upon, the hourly rate may be subject to a price adjustment based upon supporting documentation by the Contractor.

**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.
- Verification that the Subcontractor is currently in good standing with CBJ.
- 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 Plumbing and Mechanical Work**  
**Contract No. RFP DH\_\_\_\_\_**

***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 (June 30<sup>th</sup>, 2020). 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 Port Engineer 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 Plumbing and Mechanical Work**  
**Contract No. RFP DH \_\_\_\_\_**

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 the final bid award.

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. **Comprehensive Automobile Liability Insurance.**

The coverage shall include \$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.

SAMPLE