



ENGINEERING DEPARTMENT

**CITY AND BOROUGH OF JUNEAU (CBJ)
REQUEST for QUOTES (RFQ)**

**Capitol Playground Tot Lot
RFQ No. E11-169**

QUOTES ARE DUE PRIOR TO 2:00 p.m., November 19, 2010

RESPONDING TO THIS REQUEST FOR QUOTES. Quotes may be hand-delivered, or faxed, to the attention of CBJ Engineering, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-4530. Emailed quotes will be accepted if they are emailed to eng_contracts@ci.juneau.ak.us, received and printed prior to the deadline stated above. It is strongly recommended that Bidders call (907) 586-0490 to confirm receipt of faxed or emailed quotes. To be considered, Quotes must include a Bid and Signature page and Bid Schedule.

SCOPE OF WORK. The Contractor shall provide all labor, equipment and materials as indicated in the contract and perform all Work for the Capitol Playground Tot Lot.

The Capitol Playground Tot Lot project consists of the demolition of part of the existing basketball court and the installation of drainage, timber edging, geotextile fabric, rubber surfacing, surface mats, play equipment, and fence post installation.

Some of the materials will be provided by the CBJ Parks and Recreation Department. These materials shall be picked up, loaded and delivered to the site, and installed by the Contractor according to the attached manufacturer's instructions and contract drawings. These materials include:

1. Play equipment, in shipping packages, not assembled, at Parks and Recreation Department (P&R), Douglas Shop, 802 Front St. Douglas.
2. 6 super sack bags of shredded rubber fall surfacing, 72 cf and 2000 lbs per bag, at Juneau-Douglas Wastewater Treatment Plant, which is located approximately 1 mile South of Downtown Juneau, Alaska.
3. Non woven geotextile fabric, 3 sheets @ 12.5' x 40', to place under rubber surfacing, at P&R Mendenhall Valley greenhouse storage site, Dimond Park, 2961 Riverside Drive.
4. 120 LF of pressure treated 2x4's, at Mendenhall Valley greenhouse storage site, Dimond Park.
5. 6' galvanized, temporary fence panels are available for use from the P&R for security fencing during construction. They shall be picked up and returned to the Douglas shop or the Dimond Park shop.
6. Additive Alternate No. 1 – Cedar pickets for the fence can be picked up at the Dimond Park shop. Pickets are painted and 48" x 3.5" x 1".

The Contractor shall verify that all materials and parts (including components of play equipment) are present prior to installation. Contractor is responsible to note any damage to play equipment or other components prior to removing them from the Parks and Recreation shop and is responsible to repair any damage incurred after they leave the Parks and Recreation shop. Contractor shall furnish all necessary galvanized or stainless steel fasteners and hardware necessary for installation that is not included with the play structures.

The Contractor shall provide and install the remaining materials required in the contract drawings. This includes, but is not limited to 3'x5' "RTP Beveled Surface Mats" red in color, by Rainbow Turf Products (www.rainbowturfproducts.com, (888) 653-7529), or approved equal.

Play equipment foundation layout shall be approved by CBJ representative prior to pouring concrete.

Additive Alternate No. 1 Work consists of approximately 84 LF of fence construction. The Contractor shall furnish all fence components except the pickets. The pickets shall be provided by the Parks and Recreation Department but shall be cut to size as shown in the drawings. The Contractor shall install and paint the fence as shown in the drawings. For the painting of the fence components, the Contractor shall follow the manufacturer's recommended procedures for producing the best results including testing of substrates, moisture in substrates and temperature and humidity limitations. Apply paint materials when surface and ambient temperatures are in the range of the manufacturer's recommendations.

All Work shall be in accordance with the CBJ Standard Details, 3rd Edition, April 2000 and the Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 Edition, and current errata, unless otherwise indicated in this RFQ document.

SCHEDULE.

The playground equipment will be delivered to the Parks and Recreation office in Douglas in early December. The Contractor shall have until June 15, 2011, to complete all Work as described.

LOCATION OF THE PROJECT. The Project is located at the Capitol Playground Tot Lot next to the Terry Miller Legislative Office Building (formerly Capital School).

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

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

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

QUOTES. A Quote for the Work will not be accepted from a Contractor who does not hold a valid Alaska Business License and a valid Contractor's license in Alaska (applicable to the type of Work bid upon) at the time of opening Bids. **The CBJ's procurement code requires that Request for Quotes be used for projects estimated to not exceed \$50,000.00 in total cost.** If a quote is submitted for an amount exceeding \$50,000.00, it shall be considered non-responsive.

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

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

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

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

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

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

COMPENSATION. The Contractor shall be paid on a lump sum basis, upon satisfactory completion and acceptance of the Work by the CBJ and notification by the State Department of Labor that the Contractor has complied with its requirements.

LIABILITY AND INSURANCE REQUIREMENTS.

Liability. The Contractor shall hold and save the CBJ, its officers, agents, and employees harmless from liability of any nature. This includes any costs, expenses, suits or damages of any kind sustained by any person(s) or property by any virtue of performance resulting from the Project, unless arising from carelessness or negligence by the CBJ, which will be apportioned on a comparative fault basis.

Insurance Requirements. 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.”** (Additional insured requirements not required for Worker’s Compensation coverage.) Proof of this insurance is required before the final bid award.

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

- a. Employers Liability

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

2. Commercial General Liability Insurance. Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. 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.

TITLE 36 (Little Davis-Bacon) REQUIREMENTS. If your quote exceeds \$2,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

Title 36 AS (Little Davis-Bacon) requires that prevailing rates of pay be paid for Work performed on any public works Project which exceeds \$2,000.00 (contained in pamphlet number 600 and 400, copies available from the State of Alaska Department of Labor and Workforce Development, Labor Standards and Safety Division, Wage and Hour Administration, P.O. Box 11149, Juneau, Alaska 99811-1149, or call 465-4842.

AS 36.05.035 requires that the contracting agencies notify ADOL of the award of public contracts, as well as the name of the Contractors and Subcontractors.

AS 36.05.040 requires the filing of certified payrolls directly with the Wage and Hour Administration every two weeks. It also requires any other information which ADOL may request. One specific requirement is that all Contractors and Subcontractors notify ADOL as to the identity of all Subcontractors they may have.

Contractors and contracting agencies are required to keep the ADOL notified of all Subcontractors. This requirement is two-fold; one is to ensure proper Contractor licensing of all Subcontractors and two, to enable the ADOL to notify Subcontractors of their legal obligations under Title 36. If a Subcontractor fails to respond to its legal requirements, ADOL may hold the prime Contractor responsible.

Remember:

- 1) The contracting agency and the Contractors must notify the ADOL of all Contractors and Subcontractors on the Project on a continuing basis.
- 2) Certified payrolls must be sent every two weeks before the second Friday to the addresses below by each Contractor and Subcontractor on the Project.
- 3) Failure to comply may result in the ADOL withholding progress payments to obtain compliance and/or debarment of the Contractor or Subcontractor found to be in non-compliance.

Certified payrolls must be sent to the following:

STATE OF ALASKA
Department of Labor
and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 11149
Juneau, Alaska 99811-1149

Jennifer Mannix
City and Borough of Juneau
Engineering Department
155 S. Seward Street
Juneau, Alaska 99801
907-586-0873

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

QUESTIONS CONCERNING THE WORK. Contact John Bohan, Chief CIP Engineer, at 907-586-

0876, or email: john_bohan@ci.juneau.ak.us.

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

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

AS-BUILT PLANS. This request for bids may include a portion of an as-built plan. As-built plans are prepared from the best available information; however, the plans may not reflect actual utility locations. The CBJ is not responsible for costs incurred by the Contractor due to any discrepancy in the as-built plans.

TECHNICAL SPECIFICATIONS/DRAWING INDEX

Drawings

Sheet No. 1 Capitol Park Site Plan and Detail
Sheet No. 2 Capitol Park Details

Play Equipment Installation Specs

Block Climber – 3 Pages
Poly Slide – 5 Pages
TuffRiders RhinoDino – 4 Pages
Wiggle Worm Crawl Tunnel – 3 Pages

BID AND SIGNATURE PAGE

**Project: RFQ No. E11-169
Capitol Playground Tot Lot**

Dated: _____

Bidder: _____
(Company Name)

By: _____
(Signature)

Printed Name: _____

Title: _____

Telephone No.: _____

Address: _____
(Street or P.O. Box)

Fax No.: _____

(City/State and Zip Code)

The Contractor shall provide all labor and equipment and materials as indicated in the contract and perform all Work as described in the Scope of Work.

COMPLETION TIME FOR THE WORK. The Contractor shall have until June 15, 2011, to complete all Work as described.

Bidder has examined the bid documents, including the following addenda (receipt of all of which is hereby acknowledged by the undersigned). Give number and date of each Addenda below. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection. If there are no addenda, "none" or "0" must be filled out.

Addenda No.	Date Issued	Addenda No.	Date Issued

TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE DATE AND TIME QUOTES ARE DUE:

- Signed Bid and Signature Page, (includes Addenda receipt statement)
- Completed Bid Schedule

BID SCHEDULE

BASE BID

ITEM NO.	BID ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLAR S	CENTS	DOLLARS	CENT S
	The Contractor shall provide all labor, equipment and materials as indicated in the RFQ and perform all Work for the Capitol Playground Tot Lot.	Lump Sum	All Req'd	Lump	Sum		

ADDITIVE ALTERNATE No. 1 - Fence

The Contractor shall provide all labor and equipment and materials as indicated in the RFQ and perform all Work for fence construction.	Lump Sum	All Req'd	Lump	Sum		
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Company Name _____

Standard 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 Quote shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request For Quote (RFQ) documents. The failure or neglect of a bidder to receive or examine any of the Quote 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 Quote will not serve as a basis for a claim for additional compensation.

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

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

Addenda: Each Quote shall include acknowledgment in the space provided (Item 2), in the RFQ form, receipt of all addenda issued during the bidding period. Failure to acknowledge all addenda may result in the proposal being rejected as not responsive. It shall be the bidder's responsibility to inquire about addenda issued.

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

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

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

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

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

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

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

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

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

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

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

Fax Disclaimer: It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a facsimile machine shall be at bidders' sole risk. The CBJ will attempt to keep the facsimile machine in good working order but will not be responsible for bids that are late due to mechanical failure, a busy facsimile machine, or any other cause arising from bidders' use of a facsimile machine even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid before the submittal deadline. Bidders are therefore strongly encouraged to confirm receipt of their bid with the CBJ prior to submittal deadline.

INDEMNIFICATION: 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 the Contractor's performance 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. 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.

JUNEAU BUSINESS SALES AND PERSONAL PROPERTY TAX: Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

LIST OF SUBCONTRACTORS (AS 36.30.115)

RFQ No. E11-169 Capitol Playground Tot Lot

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name