



Engineering Department

REQUEST FOR PROPOSALS

(C3)RFP E11-177

CBJ MATERIAL SOURCES CONSTRUCTION SERVICES TERM CONTRACT

A handwritten signature in black ink, appearing to read 'Jennifer Mannix', is positioned above the 'Issued By' line.

Issued By: _____ Date: 2-9-11
Jennifer Mannix, Contract Administrator

**CBJ Material Sources Construction Services Term Contract
(C3)RFP E11-177**

SCOPE OF WORK: The purpose of this document is to solicit proposals from qualified Contractors to provide general construction services at various CBJ materials sources. The proposed term contract will cover small projects not-to-exceed \$50,000.00 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 meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on February 18, 2011.** Persons interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS (RFP): Jennifer Mannix, phone (907) 586-0873, fax (907) 586-4530 is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: 2 copies of the proposal, in a ***sealed envelope***, must be received by the Purchasing Division prior to **2:00 p.m. Alaska Time, March 2, 2011.** or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

NOTE: Mailing/delivery times to Juneau may take longer than other areas of the U.S.

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

PHYSICAL LOCATION:

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

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

MAILING ADDRESS:

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

The CBJ Purchasing Division's phone number is (907)586-5258 and fax number (907)586-4561.

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

IMPORTANT --		NOTICE TO PROPOSER	
To submit your proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope.			
S E A L E D	PROPOSAL NUMBER: RFP E11-177		P R O P O S A L
	SUBJECT: CBJ Material Sources Construction Services Term Contract		
	DATE OF OPENING AT 2:00 P.M. ALASKA TIME: _____		

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (C3RFP) 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 Work

General Civil Construction Work

The Contractor shall perform all work and furnish all labor, materials, parts and equipment needed to perform general civil construction services CBJ material sources. Work shall include but not be limited to:

- General laboring
- Excavator work
- Large bulldozer work
- Loading
- Hauling – with on and off road trucks
- Blasting (can be subcontracted)
- Compacting
- Grading
- Erosion and sediment control
- Drainage ditch maintenance
- Pond bailing
- Hydroseeding

Blasting

Contractor shall either have the capacity to perform blasting or has the option to subcontract blasting work. All blasting shall be in accordance with the Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 edition, including all Errata. Blasting for material sources shall also comply with all permit requirements associated with that material source.

If blasting is required for a project under this term contract, the Contractor's proposed blaster must be approved by the CBJ Project Manager. The proposed Blaster shall meet the following minimum qualifications:

- a. Provide evidence of a current State of Alaska Explosive Handlers Certificate of Fitness.
- b. List of at least three similar blasting projects on which the proposed Blaster has worked in a responsible position within the preceding five calendar years. For each project, list the project name, year(s) work was performed, owner, and name and phone number of owner's representative who has knowledge of proposed Blaster's work.

Blaster qualifications shall be required at the time a Project Agreement is being offered to the Contractor.

Subcontractors

Subcontracting portions of the work is acceptable with prior approval from the Engineering Contract's Office. When subcontractors are used, the following requirements shall apply.

- Department of Labor (DOL) requirements as indicated in Section 1.8
- Contractor shall verify that any subcontractor maintains the insurance coverages indicated in Appendix C of Attachment 1 – Standard Contract
- A Subcontract Report shall be submitted from the Contractor

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 Contract Administrator. Each project will stand alone and must be authorized in the form of a written Notice to Proceed from the Contract Administrator.

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. Contractor shall adhere to all work hour restrictions stipulated in permits issued for the various CBJ material sources.

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

1.3 Qualifications

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 and around quarries and who have heavy earthmoving equipment available if needed for moving shot rock, large

boulders, and overburden piles around. Contractor should also demonstrate the ability to work independently with basic plans 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, 2011, with an option to renew for three (3) additional one-year periods upon mutual agreement.

If a renewal period is mutually agreed upon between the City and the Contractor, Equipment Rates 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 will be handled by:

Jennifer Mannix
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801

E-mail: jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
FAX: (907) 586-4530

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

1.7 Sample Term Contract

Term contract clauses, hourly rates/mark-up percentages and insurance requirements are shown in Attachment 1 – Sample Term Contract.

1.8 Alaska Statute 36 (Little Davis-Bacon) Requirements

The following will apply if work exceeds \$2,000 and employees or subcontractors are hired to perform the work.

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 Alaska Department of Labor (ADOL), P.O. Box 020630, Juneau, Alaska 99802, or call 465-4842 or 465-4839).

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 weekly filing of certified payrolls directly with the Wage and Hour

Administration. 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 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 bi-weekly to the address 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:

Wage and Hour Section and
State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842

Jennifer Mannix
Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873

If you need additional information, contact the Alaska Department of Labor at 465-5011.

1.9 Terms and Conditions

See Attachment 1 – Sample Term Contract.

1.10 Performance Specifications

The Contractor will not begin work on any job until a Notice to Proceed has been issued.

Response Time

All projects shall require a signed proposal provided by the Contractor which includes a complete description of the work to be performed, written cost estimate and schedule of completion that includes all labor, materials and equipment costs. An appointment to visit the job must be scheduled within 3 business days of the request from the CBJ Project Manager. The City shall not be charged for the preparation of the proposal and cost estimate. If the Contractor does not schedule a visit to the job site and does not provide a timely cost proposal, the Contractor shall lose their spot in the rotation. Cost proposals shall be provided within ten working calendar days following the site visit, unless an extension is granted by the

CBJ Project Manager. If the price for the work cannot be agreed upon or if contractor's proposed schedule to accomplish the work does not meet the CBJ Project Manager's needs the City will be free to contact the next contractor on the term contract rotation list.

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 shall be retained for the official files of the Engineering Department 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 and submission shall be the responsibility of the Proposer.

Proposals must be received in the number of copies stated in the RFP no 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. **Proposal length may not exceed 10 pages.**

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) and telephone number(s).
- 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. State if the firm is a proposer with disabilities. If so, please attach certification.

3.3.5 *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.
- 3.4.2 Provide a list of at least three past projects for CBJ or other Southeast agencies. Include project description, dates the work was performed and contact information for references on the project. Include projects requiring fast response times.

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 1.0 General Information.

3.6 Equipment Rates

Equipment rates shall include **all** costs associated with equipment operation including but not limited to: operator, fuel, all necessary service and maintenance to keep equipment operational, and insurance per the Appendix C of the Attachment 1 – Sample Contract.

Equipment Rates must be listed on the Equipment Rate Schedule located on Page 13 of this RFP.

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 proposals best meet the needs of the CBJ. The items to be considered during the evaluation and the associated point values are numbered one (1) through seven (7).

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 SECTION 3.0 of this RFP.

4.2.1 Past Record of Performance

- a. *Material Source Work:* evaluation of the Proposer's experience at the CBJ material sources 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.
- b. *Fast Response:* evaluation of the Proposer's ability to demonstrate previous experience responding quickly when required.

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.

4.2.3 Equipment Rates

Evaluation will be made on the range of available equipment and the hourly rates associated with equipment as they compares to other Proposer's rates.

4.2.4 Established Juneau proposer according to SECTION 7.0.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by CBJ.

5.0 SELECTION AND AWARD PROCESS

The proposals are individually scored by the Selection Committees. The reviewers' scores are then ranked according to the individual scores, with the highest score given a ranking value of one. The rankings are then determined. The lowest numerical rankings will be used to determine the successful term contract Contractors. In the event of a tie in the ranking totals, the raw scores of the proposers who are tied will be totaled to determine the final order.

The numerical rankings will be used to establish the rotation sequence for individual project award. The Proposers ranked 1, 2 and 3 will be asked to enter into a term contract with the CBJ.

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 of this RFP.

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

6.0 INSURANCE REQUIREMENTS

Insurance requirements are described in Appendix C of Attachment 1 – Sample Term Contract.

7.0 JUNEAU PROPOSER

Juneau proposer 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. 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 Engineering Department.

7.0 PROTESTS

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

8.0 JUNEAU BUSINESS SALES TAX 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. Primes and Subs 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 Primes and Subs 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.**

**EQUIPMENT RATE SCHEDULE
RFP E11-177**

CBJ Material Sources Construction Services Term Contract

COMPANY NAME: _____

Desirable Equipment List	Contractor's Available Equipment Specific Make/Model	Own or Rent?	Hourly Rates – to include all costs specified in 3.6 (i.e. labor, fuel, maintenance)
Excavator: Large Hitachi 330 or equivalent			
Excavator: Medium Hitachi 120 or equivalent			
Excavator: Small Hitachi 50 or equivalent			
Bulldozer: minimum CAT D-6 or equivalent			
Grader: minimum CAT 14G or equivalent			
Compactor: vibratory drum roller producing min. 50,000 lb vibratory centrifugal force on 84" drum			
Off Road Truck : minimum Volvo A30 or equivalent			
Truck 10 CY			
Truck 20 CY			
Loader			
Blasting and drilling equipment			
Hydroseeder			

Other Equipment (not listed above)

Basic Hourly Rate (for work not involving heavy equipment): \$ _____

Reminder that all labor rates, including those incorporated into Equipment Rates, must meet prevailing wage requirements per Section 1.8 of this RFP.

EVALUATION/RANKING

CONTRACTOR: _____

SCORED BY: _____

DATE: _____

....

POINTS AWARDED

		<u>Points Possible</u>	<u>Score</u>
1.	Past record of performance at CBJ material sources and similar work within Southeast Alaska.	0 – 30	_____
2	Experience with projects requiring a fast response	0 – 20	_____
	Capacity of firm to perform the services	0 – 25	_____
4.	Equipment Rates	0 – 20	_____

The Contract Administrator will assign points for criteria 5 below.

		Subtotal	_____
5.	Firm meets Juneau proposer requirements.	0 or 5	_____
	TOTAL POINTS	100	_____
	INDIVIDUAL RANKING		_____



ENGINEERING DEPARTMENT

ATTACHMENT 1

SERVICES CONTRACT TERM CONTRACT FOR GENERAL CONSTRUCTION Contract No. RFP E11-177

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 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 December 31, 2011, 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 Jennifer Mannix, 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. 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 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, unless otherwise specified in each project agreement.

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, 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 Contract Administrator. Contract Administrator may withhold 5% of amount due until these documents are received.

- Alaska Department of Labor (DOL) documents: approved Notice of Completion of Public Works and Employment Security Tax Clearance for prime and all subcontractors).

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

CITY AND BOROUGH OF JUNEAU

Rod Swope
City Manager

Date

Company name

Name
Rank [i.e. President]
email

Date

Approved as to form:

Jennifer Mannix
Contract Administrator
jennifer_mannix@ci.juneau.ak.us

Date

APPENDIX A: SCOPE OF SERVICES
Term Contract for General Construction
Contract No. RFP E11-177

See Scope of Work in RFP E11-177

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 General Construction
Contract No. RFP E11-177

Amount of Payment

Compensation will be based on equipment and hourly rates identified in the Equipment Rate Schedule submitted as part of the Contractor's proposal. Other costs associated with a specific projects will be negotiated and agreed to within individual project agreements. The following basic terms apply:

EQUIPMENT AND HOURLY RATES

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 equipment rates will be held firm throughout the initial contract period (December 31, 2011). If a renewal period is agreed upon, rates may be subject to price adjustment increase, if agreeable by both parties.

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 General Construction
Contract No. RFP E11-177

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. 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