

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

### 5785 Montana Creek Road House Demolition RFQ No. E12-048

### QUOTES ARE DUE PRIOR TO 2:00 p.m., July 15, 2011

**RESPONDING TO THIS REQUEST FOR QUOTES.** Quotes may be hand-delivered, or faxed, to the attention of Janet Sanbei, 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 <a href="mailed-eng-contracts@ci.juneau.ak.us">eng-contracts@ci.juneau.ak.us</a>, 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.

### Background:

Project consists of demolition, removal, disposal, and final site grading of three dilapidated structures and cleanup and disposal of a variety of household and mechanical debris located at 5785 Montana Creek Road, Juneau. Structures include a 926-sf house, wood frame construction, on piling and failed concrete perimeter foundation. House spans one of two floodplain channels of Montana Creek. Immediately adjacent to the house is one 240-sf wooden shed, and southwest of the house is an approximately 100-sf wooden A-frame shed. All structures are in moderate to severe disrepair. Site is accessed from east to west by a short wooden bridge of unknown structural integrity across one channel of Montana Creek. The wooden sheds and a variety of mechanical debris are located across a second channel to the west.

Nortech Environmental Engineering, Health, and Safety (Nortech) completed a *Phase 1 Environmental Site Assessment* dated 8 April 2011. No major contaminants were identified. Nortech completed a *Predemolition Hazardous Materials Assessment* dated 18 May 2011, and identified no known Asbestos Containing Materials, Lead Based Paint, or PCBs on the property. Household chemicals, mercury containing fluorescent tubes and thermostats, and small quantities of oils and fuels were identified to be on site. Nortech removed these known contaminants through limited haz-mat abatement on 3 June 2011. Please refer to the above reports for explicit information and determinations. Household contents and personal effects will be emptied from the 926-sf house prior to demolition.

The house was served by electrical power. It has been shut off and removed from the building. There are active, suspended, electrical lines following the west edge of Montana Creek Road, and are a site access and equipment operational consideration.

**SCOPE OF WORK.** The Contractor shall provide all labor, equipment, materials and perform all work including, but not limited to:

1. Pre-project, during-project, and post-project coordination with CBJ and/or USFWS staff administering this work.

- All coordination with USFWS and Alaska Department of Fish and Game (ADFG) to assure
  debris removal methods will ensure minimal stream bank and stream bed disturbance and
  ADFG issuance of final permit. No in stream work will be allowed until the FINAL ADFG
  permit is issued.
- 3. Mobilization to the site
- 4. Maintenance of basic traffic and roadway safety controls
- 5. Provision of a temporary crossing structure of the east and west floodplain channels of Montana Creek. Crossing structure must be capable of bearing equipment necessary to conduct the Work.
- 6. Erection and maintenance of basic environmental controls along and across Montana Creek to minimize effects of bank disturbance and to retain demolished materials from floating from the worksite. One, perpendicular, channel-spanning panel of 4" woven or welded wire mesh shall be constructed approximately 20' downstream of the house and maintained throughout the project. The panels shall be cleaned daily or more frequently as debris accumulates. Proper Erosion and Sediment BMP's shall be installed. The contractor shall submit an Erosion and Sedimentation Control Plan for approval prior to beginning work.
- 7. Demolition and disposal of the 926-sf house, two shed structures, and household and miscellaneous debris from the site shall include, but is not limited to:
  - a. Manual removal of windows, with contained disposal of glass
  - b. Mechanical demolition of house, piling, and footings
  - c. Mechanical sorting of metal, untreated wood, treated wood, and concrete debris
  - d. Hauling and appropriate disposal of metal, untreated wood, treated wood, and concrete debris
  - e. Mechanical and manual collection and disposal of household and miscellaneous debris from site (including one small, derelict vehicle, fittings, construction materials, engine parts, etc)
  - f. Site cleanup, final grading and stream bank restoration of disturbed areas.
- 8. Demobilization from the site.
- 9. Additive Alternate 1. Demolition, removal, and disposal of an approximate 100-sf concrete parking pad.
- 10. Additive Alternate 2. Demolition, removal, and disposal of an approximate 200-sf treated wooden driveway bridge.

### Desired final site condition:

Complete removal of structures, footings, piling, household and mechanical debris from USS 2237 Tract A, 5785 Montana Creek Road, Juneau, with no materials remaining in Montana Creek or associated floodplain. Contractor shall conduct final grading and stream bank reconstruction necessary to restore the site. Final site seeding and revegetation shall be done by others.

### Permits:

- CBJ Demolition Permit: DMO2011-0018: Contractor shall follow all requirements of this permit.
- DRAFT ADFG Title 16 Fish Habitat Permit for removal of pile and footing from below Ordinary High Water is attached.

<u>Contractor to note</u>: The permit attached is the DRAFT permit for in-stream work. The final permit will be issued once Alaska Department Fish and Game and US Fish and Wildlife meet with the Contractor on site to discuss Contractor proposed demolition plan and methods for debris removal within Montana Creek and are assured the methods to be used will ensure minimal stream bank and stream bed disturbance. The Contractor shall schedule and coordinate this meeting. No in stream work will be allowed until the Final ADF&G permit is issued

All Work shall be in accordance with the CBJ Standard Details, 3<sup>rd</sup> 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.

**LOCATION OF THE PROJECT.** The Project is located on Tract A, USS 2337. The street address is 5785 Montana Creek Road, Juneau, AK.

**COMPLETION TIME FOR THE WORK.** The Contractor shall have until September 15, 2011, to complete all Work as described. ADFG Title 16 Fish Habitat Permit is attached.

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the OWNER, at 10:00 am on July 12, 2011, at the project site, 5785 Montana Creek Road, Juneau Alaska. The object of the on site conference is to acquaint Bidders with the existing site conditions and the required work. Failure to attend the Pre-Bid Conference shall in no way relieve the Contractor of its responsibility to perform the Work in compliance with the terms and specifications of this Contract.

**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.

**PERMITS.** DRAFT Title 16 ADFG Fish Habit Permit is attached.

<u>Contractor to note</u>: The permit attached is the draft permit for in-stream work. The final permit will be issued once Alaska Department Fish and Game and US Fish and Wildlife meet with the Contractor on site to discuss Contractor proposed demolition plan and methods for debris removal within Montana Creek and are assured the methods to be used will ensure minimal stream bank and stream bed disturbance. The Contractor shall schedule and coordinate this meeting. No in stream work will be allowed until the Final ADF&G permit is issued.

Demolition Permit: CBJ Demolition Permit DMO 20110018 is attached. Contractor shall orchestrate inspection required by CBJ Building Department.

**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 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.

<u>Liability</u>. 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 of 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.
- 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 <u>all</u> 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.
- 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 noncompliance.

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 Jennifer Mannix, Contract Administrator at 907-586-0873, or email: jennifer\_mannix@ci.juneau.ak.us.

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

- 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.

### BID AND SIGNATURE PAGE 5785 MONTANA CREEK ROAD DEMOLITION

Dated:	Bidder:(Company Name)				
		Ву:	(Signatu	re)	
		Printed Name:			
		Title:			
Telephone No.:		Address: _	(Street o	r P.O. Box)	
Fax No.:		-	(City/Sta	te and Zip Code)	_
The Contractor shall put the Scope of Work.	provide all labor, equ	ipment, mate	rials and peri	orm all Work as d	 escribed ir
COMPLETION TIME complete all Work as		The Contracto	or shall have	until September 3	30, 2011 to
Bidder has examined which is hereby acknowledge to		ndersigned).	Give numbe	r and date of eacl	h Addenda
non-responsive and	=				
filled out.					
Addenda No.	Date Issued	Adden	da 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**

				UNIT PRICE		AMOUNT	
ITEM NO.	BID ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	DOLLARS	CENTS	DOLLARS	CENTS
Base Bid	All Work required to demolish, remove all debris and clean up site	Lump Sum	All Req'd	Lump	Sum		

### **Total Base Bid**

\$

			UNIT PRICE		AMOUNT		
ITEM	DID ITEM DECORDATION	PAY	APPROX.	DOLLARG	CENTE	DOLLARG	CENTS
NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	DOLLARS	CENTS	DOLLARS	CENTS
Additive Alternate #1	Concrete parking pad removal and disposal	Lump Sum	All Req'd	Lump	Sum		
Additive Alternate #2	Treated timber driveway bridge removal and disposal	Lump Sum	All Req'd	Lump	Sum		

Company Name
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### **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 an 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.

<u>Preparation of Quote:</u> 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.

<u>Qualification of Bidders</u>: 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.

<u>Firm Offer:</u> 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.

<u>Contract Extensions</u>: 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.

<u>Default</u>: 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.

<u>Billing Instructions</u>: 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.

<u>Rejection of Quotes</u>: 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. 5785 Montana Creek Road House Demolition

	SUBCONTRACTOR ADDRESS	<sup>1</sup> AK Contractor License No. 2 AK Business	<sup>1</sup> Contact Name <sup>2</sup> Phone Number	Type of Work	Contract Amount	DBE?
1.		1 2			_ \$	
2.		1 2			_ \$	_
3.		1 			_ \$	_ [
4.		1 2			_ \$	
	ertify that the above listed			ACTOR R	egistration(s),	if
C	ONTRACTOR, Authorize	d Signature	_			
C	ONTRACTOR, Printed Na	ame	_			



### **BUILDING PERMIT**

Permit No. DMO20110018

\* NOTE: "Building Permit" is a generic term which includes Building Safety Inspection, Grading Permits, and permits for Electrical, Plumbing and Mechanical work.

### Your special attention is called to the following:

This permit is granted on the express conditions that the construction shall, in all respects, conform to the ordinances of the City and Borough of Juneau. It may be revoked at any time upon violation of any of said ordinances.

The granting of this permit does not authorize the violation of any federal, state or local law regulating construction for the violation of the terms of any deed or covenent or any zoning or other regulation.

If plan review was required, this permit must be attached to the approved drawings. The permit, plans and record of inspections must be available on site at all times while the construction is in progress and before final inspection.

The yellow posting notice must be prominently displayed to show a permit has been issued and to assist the inspectors in location of the project. This permit becomes null and void if work or construction authorized is not commenced within one year or if work or construction is suspended or abandoned for a period of one year at any time after work has commenced.

Note: City Ordinances REQUIRE a Final Inspection be approved for every Building Permit.

### Inspections

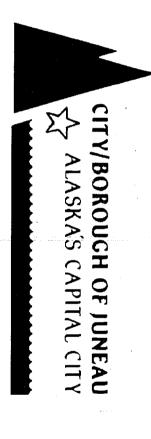
Inspections can be arranged by telephoning **586-1703** or by written or faxed notification.

The Online Building Inspection Request Form is at: www.juneau.org/permits/inspect\_request.php.

Work shall not proceed until the inspector has approved the various stages of construction. An approved Final Inspection is required.

Call before 7:30 AM for same day inspections.

Plea	sse provide the following information		3 Type of Inspection, 4 Date and Time and 5 Contact	Name and Phone Nu	mber.
Permit Nur	ss: 5785 MONTANA CRE nber: DMO20110018 iption: Demolition of house			Issued Date : Parcel No: <b>4B2</b>	
Parcel Inform	mation : USS 2337 TR A				
Setbacks:	Zone: : Front: 25.00 Ft. Rear: 25.00 Ft. Street Side: 17.00 Ft.	Side 1: 15.00 Ft. Side 2: 15.00 Ft.			
Comments.		· · · · · · · · · · · · · · · · · · ·			
Owner:	CITY AND BOROUGH 155 S SEWARD ST JUNEAU AK 99801	I OF JUNEAU	Applicant: HEATHER MARLOW 155 S SEWARD ST JUNEAU AK 99801	4	
			·		
Fee Type	Date Total Fe	Receipt Amount Paid ees Paid:	Valuation for Permit Fee Calculation S.F. Type	ns: Rate	Amount
	, ota i c			٠.	
Project Condition	ons and Holds:				
Inspections Red B-Demo Electric		vering or concealing any of the work de B-Demo Sewer/Water Ca	scribed below. Inspections may be combined.  Apped B-Demolition Final		



# POSTING NOTICE OF BUILDING PERMIT

# DMO20110018

Permit No.

Demolition of house and out buildings.

For

## 5785 MONTANA CREEK RD

Address

6/28/201

## STATE OF ALASKA

### DEPARTMENT OF FISH AND GAME

DIVISION OF HABITAT

### SEAN PARNELL, GOVERNOR

Douglas Island Center Building 802 W. 3<sup>rd</sup> Street, Douglas P.O. BOX 110024 JUNEAU, AK 99811-0024 PHONE: (907) 465-4105 FAX: (907) 465-4759

### FISH HABITAT PERMIT FH11-I-0075

ISSUED: July 6, 2011

City and Borough of Juneau, Lands and Resources Heather Marlow 155 South Seward Street Juneau, Alaska 99801

RE: Montana Creek House and Debris Removal

Stream No. 111-50-10500-2003 T. 40 S., R. 65 E., Sec. 12 C.R.M. (USGS Quad Juneau B-2) Latitude 58.415°N, Longitude -134.611°W

Dear Ms. Marlow:

Pursuant to AS 16.05.871(b), the Alaska Department of Fish and Game (ADF&G), Division of Habitat, has reviewed your request to remove a house and associated debris from the floodplain of Montana Creek.

### **Project Description**

A wood frame house on pilings and concrete foundations will be demolished and removed from the floodplain of Montana Creek; other debris in the location will also be removed. The pilings and concrete foundations are below the ordinary high water (OHW) of the stream. An excavator positioned on the streambank above the OHW will remove the structures from below OHW; the estimated time needed for the removal is one-half day. Erosion and sediment control best management practices will be used during the removal of structures below OHW.

During demolition and removal of the debris, channel-spanning panels of wire mesh will be placed downstream of the project below OHW to collect debris that has entered the stream. The panels will be cleaned as often as needed to ensure unobstructed water flow and will be removed from below OHW daily immediately following the end of work for the day.

To access the site, a temporary bridge resting on pre-cast concrete blocks or timbers on top of the streambank will be installed. Minor streambank modifications may be required during the placement of the bridge.

Upon the completion of the project, the streambanks will be rehabilitated and revegetated to minimize erosion and sedimentation in the stream. All removed materials will be disposed of at an upland, offsite location. The proposed time frame for project completion is July 25 – September 30, 2011.

### Anadromous Fish Act

Montana Creek, Stream No. 111-50-10500-2003, is specified in the Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes pursuant to AS 16.05.871(a). The stream provides habitat for pink, chum, coho, and Chinook salmon, cutthroat and steelhead trout, and Dolly Varden char.

In accordance with AS 16.05.871(d, your project is approved subject to the project description above.

For the purpose of inspecting or monitoring compliance with any condition of this permit, the permittee shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. A permittee shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when a deviation from the approved plan is being considered.

This letter constitutes a permit issued under the authority of AS 16.05.871. This permit must be retained on site during construction. This permit provides reasonable notice from the commissioner that failure to meet its terms and conditions constitutes violation of AS 16.05.861; no separate notice under AS 16.05.861 is required before citation for violation of AS 16.05.871 can occur.

Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The department reserves the right to require mitigation measures to correct disruption to fish created by the project which was a direct result of failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330-630.

If you have any questions regarding this permit, please contact me at (907) 465-6384 or email caroline.jezierski@alaska.gov.

Sincerely, Cora Campbell Commissioner

By Jackie Timothy, Regional Supervisor Division of Habitat

### Email cc:

Al Ott, ADF&G Habitat, Fairbanks
Brian Glynn, ADF&G/SF, Juneau
Kevin Monagle, ADF&G/CF, Juneau
Ryan Scott, ADF&G/WC, Juneau
Teri Camery, Coastal District, Juneau
Peter Olmstead, USACE, Juneau
Neil Stichert, USFWS, Juneau
Steve Brockman, USFWS, Juneau
Sgt. Matt Dobson, Alaska Wildlife Troopers, Juneau Post