



ENGINEERING DEPARTMENT

LEMON CREEK PIT RECLAIMED ASPHALT PROCESSING 2011

Contract No. E12-161

File No. 1659

**BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS
OF THE CONTRACT**

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ATTACHMENT

Location Map

GENERAL BID INFORMATION

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**Lemon Creek Pit Reclaimed Asphalt Processing 2011
Contract No. E12-161**

The Bid Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center. There is no charge for the Bid Documents.

DEADLINE FOR BIDS: *Sealed* bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on December 8, 2011**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

Bid 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

Bid 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

DESCRIPTION OF WORK. This Project consists of processing approximately 14,000 cubic yards of reclaimed asphalt pavement debris to a mixture of asphalt and aggregate base course material.

SITE OF WORK. The site of the WORK is the Lemon Creek Gravel Pit (see location on attached map).

COMPLETION OF WORK. The WORK must be completed by April 30, 2012.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Jennifer Mannix, Contract Administrator
CBJ Engineering Department, 3rd Floor, Marine View Center
Jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-0897

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

IMPORTANT NOTICE TO BIDDER

To submit your Bid:

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.

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BID NUMBER:

BID E12-161

SUBJECT:

**LEMON CREEK PIT
RECLAIMED ASPHALT
PROCESSING 2011**

DEADLINE DATE:

**PRIOR TO 2:00PM ALASKA
TIME**

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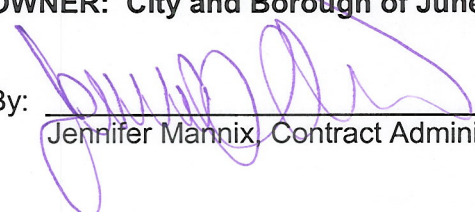
BID SECURITY. Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

OWNER'S RIGHTS RESERVED. The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

OWNER: City and Borough of Juneau

By:


Jennifer Mannix, Contract Administrator


Date

GENERAL SPECIFICATIONS

Lemon Creek Pit Reclaimed Asphalt Processing
Contract No. E09-211

CBJ PROJECT COORDINATOR: All work must be coordinated with Alan Steffert, CBJ Project Manager at 586-0481.

SCHEDULING COMPLETION: All work must be completed and the Contractor's plant dismantled and removed from the Lemon Creek Gravel Pit by April 30, 2012

TERMINATION: The City may terminate the contract resulting from this bid at any time that the contractor fails to carry out the provisions specified in the bid and the resulting contract. The City then has the option of awarding the contract to the second low responsive, responsible and qualified bidder.

ACCEPTANCE: The City reserves the right to determine acceptability of the finished product. Failure of the finished product to meet the requirements of this bid/contract will require immediate no-cost replacement or repair by the contractor.

BID PRICE: Bid price is to include all labor, equipment parts/components to complete the contract.

PAYMENT TO CONTRACTOR: Payment for processing and handling reclaimed asphalt pavement materials will be by the cubic yard of processed material stockpiled in place. The unit price paid for the material includes all incidental costs such as mobilization, demobilization, site prep, and administrative costs.

Payment will be made in full upon completion and acceptance by City on terms of contract.

<u>Pay Item</u>	<u>Pay Unit</u>
Process City furnished asphalt pavement	Cubic Yard

SUBCONTRACTING. The Contractor shall not subcontract any part of this Work required herein, without prior approval in writing from the CBJ Engineering Department, and notification to the State of Alaska Department of Labor.

QUALITY OF WORK. The Contractor shall employ workers and craftspeople qualified in the necessary trades. All Work shall conform to 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. All Work must be performed in a thorough and workmanship-like manner. The Contractor is responsible for the quality of the finished product.

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.

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.

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.

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.

INDEMNIFICATION: Contractor, in operating pursuant to this agreement, is an independent Contractor, and is in no way an agent, servant, or employee of the City/Borough. Contractor will be liable for any damages, claim, action, or suit arising from any operation of the Contractor, and the Contractor hereby agrees to indemnify and defend the City/Borough and hold it safe and harmless against any suit, action, or claim arising from any operation of the Contractor.

TITLE 36 (Little Davis-Bacon) REQUIREMENTS. If your quote exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Jennifer Mannix at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate **"Start"** on your first payroll, and **"Final"** on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

Contact Information:

Wage and Hour Section
State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division and
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842
<http://labor.state.ak.us/lss/home.htm>

Jennifer Mannix, Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873
jennifer_mannix@ci.juneau.ak.us

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

FINAL PAYMENT. Prior to final payment, the Contractor must submit the following documents:

1. 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)

Standard Terms and Conditions

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all the documents and any addenda to those documents. The submission of a Bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Invitation for Bid (BID) documents. The failure or neglect of a bidder to receive or examine any of the Bid 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 Bid will not serve as a basis for a claim for additional compensation.

Interpretation of Bid 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 Bid documents will be in the form of an addendum and, when issued, will be sent as promptly as is practical to all parties to whom the BID 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 Bid: Bid must be submitted on the BID forms provided, or copies thereof, and be completed in all respects as required by the BID documents. Each Bid shall include all information requested, and be manually signed in ink.

Addenda: Each Bid shall include acknowledgment in the space provided (Item 2), in the BID 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.

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

Extension of Prices: In case of error in the extension of prices in the Bid, 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 BID must be held firm for a period of ninety (90) days from the date of BID opening.

Contract Extensions: Unless otherwise provided in the BID, 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 BID, invoices must be billed to the CBJ 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 BID have been met.

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

Rejection of Bids: 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 bid.

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.

TECHNICAL SPECIFICATIONS

SCOPE AND INTENT: Provide all labor, equipment and incidental materials to process approximately 14,000 cubic yards of reclaimed asphalt pavement debris to a mixture of asphalt and aggregate base course material. The reclaimed asphalt pavement debris is furnished by the City/Borough of Juneau (City) and stored at the Lemon Creek Gravel Pit. Work includes but is not limited to plant mobilization and demobilization, stockpile area site prep, crushing, screening, and stockpiling reclaimed asphalt debris, and site clean up.

The processed material shall be placed in one stockpile in the area indicated on the location map. The stockpile shall be of generally uniform shape to facilitate measure up. Prior to stockpiling, the contractor shall remove miscellaneous debris and otherwise smooth the stockpile footprint area to the satisfaction of the CBJ Project Manager.

Site clean up shall include the collection and disposal off-site of metal debris and other miscellaneous foreign material separated from the reclaimed asphalt pile. The contractor shall also place CBJ supplied logs parallel to the Haul Road where directed by the CBJ Project Manager to restrict vehicle access to the base of the asphalt dumping area.

Materials processed at Lemon Creek Gravel Pit: The Contractor shall set up a crushing and screening plant at the Lemon Creek Gravel Pit and provide skilled workers to operate the plant. The Contractor shall furnish all labor, materials, plant, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the contract. The City currently holds a conditional use permit for crushing material at Lemon Creek Gravel Pit.

Upon mutual agreement between the City and the Contractor, the Contractor may have the option to process asphalt pavement debris at a central plant located somewhere other than the Lemon Creek Gravel Pit.

Materials Processed at the Contractor's Central Plant: The Contractor shall provide trucks for loading and hauling materials to the central plant, process hauled materials, load and haul processed materials back to the designated stockpile area at the Lemon Creek Gravel Pit.

Reclaimed asphalt debris processed into asphalt and aggregate base course material may be temporarily stored at a central plant, provided that the Contractor's stockpile area is graded by the Contractor to allow drainage away from the stockpile area. The Contractor shall avoid compaction of processed and stockpiled materials by limiting stockpile height to the loaders lift height. Conveyor stockpiling may be permitted if the Contractor can demonstrate to the satisfaction of the CBJ Project Manager that there is minimal segregation of materials. Processed materials compacted during stockpile operations shall be reprocessed before delivery to the Lemon Creek Gravel Pit.

Contractor is responsible for obtaining all City, state and federal permits required for processing asphalt pavement debris, if a central plant is used.

MATERIAL SPECIFICATION: Reclaimed asphalt pavement debris is composed of asphalt cement pavement (slabs 1-1/2 to 4 inches thick), base course, and dirt. A minimum amount of foreign material such as wood, metal, concrete, and non-aggregate and non-asphalt product are mixed in the reclaimed asphalt debris stockpile. The plant shall be assembled to provide means for removing large pieces of foreign debris; all other materials shall be processed to an asphalt and aggregate base course mix with minimal segregation of discharged materials.

Asphalt and Aggregate Base Course: The reclaimed asphalt pavement debris shall be crushed to 1-1/2 inch minus material. All material that passes the 1-1/2 inch sieve shall be considered as asphalt and aggregate Base Course. No supplemental aggregates or mixing is required to meet this product specification.

<u>Manufactured Product</u>	<u>Sieve Size</u>	<u>By Weight Percent Passing</u>
Asphalt and Aggregate Base Course	1-½ inch square opening	100%

METHOD OF MEASUREMENT: Measurement shall be by the (CY) of processed material stockpiled in place. The engineers estimated quantity of material to process is 14,000 CY. The contractor shall track production by maintaining a loader bucket count, or similar method, and shall notify the CBJ Project Manager when the stockpile volume is estimated to have reached the contract volume. The Contractor is encouraged to inspect the job site prior to bidding to confirm work conditions.

INSPECTION: The Contractor shall set up equipment and test run a 50 cubic yard sample of Base Course material for inspection and approval by the CBJ Project Manager. Materials that do not meet specification shall be reprocessed. Plant production shall be limited to processing materials for additional test runs until a sample run is approved.

GENERAL CONDITIONS: Contractors proposing to use the Lemon Creek Pit must comply with the Conditional Use Permit USE 2008-00061 and Conditional Use Permit USE 2008-00056. Failure to meet these requirements will void the contract and any processed material will become the property of the City.

EQUIPMENT: The equipment used by the Contractor must meet Federal and State safety standards.

Other Conditions:

- The Haul Road shall remain open during the crushing and stockpiling operation.

- Other contractors may be working in or around the general work area, e.g. bailing ponds or other drainage maintenance, moving logs, etc.
- The Contractor shall lock the Gravel Pit gate at the conclusion of each day's work.

BID AND SIGNATURE PAGE

Lemon Creek Pit Reclaimed Asphalt Processing 2011 IFB E12-161

Dated: _____ Bidder: _____
(Company Name)

By: _____
(Signature)

Printed Name: _____

Title: _____

Telephone No.: _____ Address: _____
(Street or P.O. Box)

Fax No.: _____
(City/State and Zip Code)

TOTAL BID

Description of Work	Pay Unit	Approx. Quantity	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
Process reclaimed asphalt pavement debris to a mixture of asphalt and aggregate base course material per Bid Documents.	CY	14,000				

TOTAL BID \$ _____

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, SEALED BIDS INCLUDE THE FOLLOWING AT FOR THE DEADLINE FOR BIDS:

- Signed Bid and Signature Page (includes Addenda receipt statement)
- Bid Bond

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that_____

_____ as Principal, and _____

as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU**
hereinafter called

"OWNER," in the sum of _____

_____dollars, (not less than five percent of the total amount of the
Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK
required under the Bid Schedule of the OWNER's Contract Documents entitled

**Lemon Creek Pit Reclaimed Asphalt Processing 2011
Contract No. E12-161**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and,
within the time and in the manner required in the "Notice Inviting Bids" and the
"Instructions to Bidders" enters into a written Agreement on the form of Agreement
bound with said Contract Documents, furnishes the required certificates of insurance,
and furnishes the required Performance Bond and Payment Bond, then this obligation
shall be null and void, otherwise it shall remain in full force and effect. In the event suit
is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay
all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to
be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

RAP Crushing 2011 Site Map

