



City and Borough of Juneau
Engineering Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0490 FAX: 586-4530

REQUEST FOR BIDS

THE CITY AND BOROUGH OF JUNEAU

Auke Bay Elementary School Renovation Re-Bid Contract No. E12-216

DATE ISSUED: February 16, 2012

The intent of this document is to re-issue the cancelled Request for Bids, E12-042, with modifications included in this re-bid document and as modified by future addenda.

The WORK covered in the Contract Documents will incorporate by reference the entire CBJ Bid Document entitled Auke Bay Elementary School Renovation, CBJ Contract No. E12-042, including Addenda Numbers 1 through 5. This Request for Bids, Contract No. E12-216, outlines modifications to the previous Auke Bay Elementary School Renovation Bid issued under Contract No. E12-042.

Please make the following changes to the above-mentioned Plans and Specifications.


PROJECT MANUAL

- Item No. 1: SECTION 00030 – NOTICE INVITING BIDS. **Delete** this Section in its entirety and **replace** with the attached Notice Inviting Bids.
- Item No. 2: SECTION 00300 – BID. **Delete** this Section in its entirety and **replace** with the attached Bid Section.
- Item No. 3: SECTION 00310 – BID SCHEDULE. **Delete** this Section in its entirety. A new Bid Schedule will be issued by addendum at a later date.
- Item No. 4: SECTION 00320 – BID BOND. **Delete** this Section in its entirety and **replace** with the attached Bid Bond.
- Item No. 5: SECTION 00360 – SUBCONTRACTOR REPORT. **Delete** this Section in its entirety and **replace** with the attached Subcontractor Report.
- Item No. 6: SECTION 00500 – AGREEMENT. **Delete** this Section in its entirety and **replace** with the attached Agreement.
- Item No. 7: SECTION 00610 – PERFORMANCE BOND. **Delete** this Section in its entirety and **replace** with the attached Performance Bond.
- Item No. 8: SECTION 00620 – PAYMENT BOND. **Delete** this Section in its entirety and **replace** with the attached Payment Bond.

Item No. 9: SECTION 011000 – SUMMARY. **Delete** in its entirety and **replace** with the attached Summary.

Item No. 10: SECTION 012300 – ALTERNATES. **Delete** this Section in its entirety. A new Alternates section will be issued by addendum at a later date.

Attachment: Instructions for accessing the CBJ Engineering Department's FTP site and downloading the bid documents, including all addenda, for cancelled Bid E12-042 – Auke Bay Elementary School Renovation.

By: 

Jennifer Mannix
Contract Administrator

Date: 2-16-12

SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**Auke Bay Elementary School Renovation Re-Bid
CBJ Contract No. E12-216**

The Contract Documents may be obtained at the CBJ Engineering Department, 3rd Floor Marine View Center, upon payment of **\$125.00** (non-refundable) for each set of Contract Documents (including Technical Specifications and Drawings.)

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the OWNER and ARCHITECT, at **3:00 p.m. on February 24, 2012, at Auke Bay Elementary School**, 11869 Glacier Highway in Auke Bay. The meeting will be followed by a walk-through of the area. The object of the conference is to acquaint Bidders with the bid documents and site conditions.

DESCRIPTION OF WORK. This Project consists of renovation of the existing Auke Bay Elementary School, which is a two-story, primarily wood-framed structure, with a gross area of 50,525 square feet.

COMPLETION OF WORK. This project includes three phases. All work must be substantially complete by August 16, 2013.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on March 8, 2012,** 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

SECTION 00030 - NOTICE INVITING BIDS

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.		
S E A L E D	BID NUMBER:	B I D
	E12-216	
	SUBJECT:	
	Auke Bay Elementary School Renovation Re-bid	
	DEADLINE DATE:	
	PRIOR TO 2:00PM ALASKA TIME	

Mailing/delivery times to Alaska may take longer than other areas of the U.S. Late bids will not be accepted and will be returned.

SITE OF WORK. The site of the WORK is located at Auke Bay Elementary School, 11869 Glacier Highway in Auke Bay, Alaska.

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) 586-4530

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, if its Bid is accepted, will promptly execute the Agreement. 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.

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 60 Days from the date of Bid opening. Any component of the Bid including Additive Alternates may be awarded anytime during the 60 Days.

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.

SECTION 00030 - NOTICE INVITING BIDS

OWNER: City and Borough of Juneau



By: _____
Jennifer Mannix, Contract Administrator

2-16-12
Date

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**Auke Bay Elementary School Renovation Re-Bid
CBJ Contract No. E12-216**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.

4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.

7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued

Addenda No.	Date Issued

SECTION 00300 - BID

Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature in the space provided below.
9. **TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:**
 - Bid, Section 00300 (includes addenda receipt statement)
 - Completed Bid Schedule, Section 00310
 - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the **fifth business day** following the date of the Posting Notice.
 - Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within **ten Days (calendar)** after the date of the “Notice of Intent to Award” letter, the following executed documents:
 - Agreement Forms, Section 00500
 - Performance Bond, Section 00610
 - Payment Bond, Section 00620
 - Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

END OF SECTION

SECTION 00320 - 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

**Auke Bay Elementary School Renovation Re-Bid
CBJ Contract No. E12-216**

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)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract *on the fifth business day* following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. ***If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below***

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

SECTION 00360 - SUBCONTRACTOR REPORT

<u>SUBCONTRACTOR</u>	¹ AK Contractor <u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	<input type="checkbox"/>
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	✓ if <u>DBE</u>
7. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
8. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
9. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
10. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
11. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
12. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
13. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

SECTION 00360 - SUBCONTRACTOR REPORT

¹ AK Contractor <u>SUBCONTRACTOR</u>	<u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	✓ if <u>DBE</u>
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	
14. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>
15. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>
16. _____ _____ _____	1 _____ 2 _____	_____	_____	\$ _____	<input type="checkbox"/>

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
 2. files for bankruptcy or becomes insolvent;
 3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
 4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the OWNER;
 6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
 7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
 8. refuses to agree or abide with the Bidder's labor agreement; or
 9. is determined by the OWNER not to be responsible.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

END OF SECTION

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNERS Contract Documents **Contract E12-216, named Auke Bay Elementary School Renovation Re-Bid.**

The WORK is generally described as follows: Renovation of the existing Auke Bay Elementary School, a 50,525 gsf 2-story building of primarily wood construction. Occupancy Class E (with A3 Gymnasium grouped under E). Renovation construction will be Construction Type VB fully sprinklered. Construction will include selective demolition of portions of structure, walls, floors and roof and all mechanical and electrical systems and complete renovation of the building including exterior enclosure, interior partitions, finishes, accessories, mechanical and electrical systems, site layout and paving, and installation of a ground source heat pump system.

The WORK to be paid under this contract shall include the following: Base Bid and Additive Alternate Nos. 1 through 8 as shown in Section 00310 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

The WORK must be completed according to the following schedule. The Phases are further described in Section 011000 – Summary.

Work Phase	Substantial Completion	Final Completion
Phase 1	December 1, 2012	December 15, 2012
Phase 2	August 16, 2013	August 30, 2013
Phase 3	August 16, 2013	August 30, 2013

ARTICLE 3. DATE OF AGREEMENT

The date of this agreement will be the date of the last signature on page three of this section.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER according to the table below for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified below is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

Work Phase	Substantial Completion	Liquidated Damages
Phase 1	December 1, 2012	\$1,500
Phase 2	August 16, 2013	\$1,800
Phase 3	August 16, 2013	\$2,500

SECTION 00500 - AGREEMENT

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **CBJ Contract E12-216, named Auke Bay Elementary School Renovation Re-Bid**, those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be _____ (\$ _____), except as adjusted in accordance with the provisions of the Contract Documents.

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ARCHITECT as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00030-1 to 00030-14, inclusive).
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Special Notice to Bidders (Pages 00031-1 to 00031-16)
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1 to 00310-2, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-4, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-49, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 364 sheets, as listed in the Table of Contents.
- Addenda numbers _____ to _____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

SECTION 00500 - AGREEMENT

ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below signed by OWNER.

OWNER:

CONTRACTOR:

_____ City and Borough of Juneau _____

_____ _____

(Company Name)

_____ _____

_____ _____

(Signature)

(Signature)

By: Rod Swope, City Manager _____

By: _____ _____

(Printed Name)

(Printed Name, Authority or Title)

Date: _____

Date: _____

(CONTRACTOR Signature Date)

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

_____ 155 South Seward Street _____

_____ _____

_____ Juneau, Alaska 99801 _____

_____ _____

_____ 907-586-0873 907-586-4530 _____

_____ _____

(Telephone)

(Fax)

(Telephone)

(Fax)

_____ _____
(E-mail address)

CONTRACTOR License No. _____

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Corporation)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the
_____ a corporation existing under the laws of
the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

“RESOLVED, that _____, as _____ President
of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND
BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and
deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____ a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this partnership and that the execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of CONTRACTOR)

a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety", are held and firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER", for the penal sum
(Owner) (City and State)

of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date) _____, a copy of which is hereto attached and made a part hereof for the construction of:

**Auke Bay Elementary School Renovation Re-Bid
CBJ Contract No. E12-216**

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 00610 - PERFORMANCE BOND

**Auke Bay Elementary School Renovation Re-Bid
CBJ Contract No. E12-216**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____

(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____

(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of CONTRACTOR)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER," for the
(Owner) (City and State)

penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the CONTRACTOR has entered
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in
effective date) _____, a copy of which is hereto attached and made a part hereof for
the construction of:

**Auke Bay Elementary School Renovation Re-Bid
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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the
WORK provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools,
consumed or used in connection with the construction of such WORK, and all insurance premiums on said
work, and for all labor performed in such WORK, whether by Subcontractor or otherwise, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 00620 - PAYMENT BOND

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(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Auke Bay Elementary School Renovation Re-Bid CBJ project number E12-216.

1. Project Location: 11869 Glacier Highway, Auke Bay, AK 99824.

- B. Owner: City and Borough of Juneau, Juneau School District.

1. Owner's Representative: Catherine Wilkins.

- C. Architect: Jensen Yorba Lott, Inc. 522 W 10th St Juneau AK 99801

- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Landscape Design: Corvus Design 907-988-9000
2. Civil Engineering: R&M Engineering 907-780-6060
3. Structural engineering: PND 907-586-2093
4. Mechanical Engineering: Murray and Associates 907-780-6151
5. Electrical Engineering: Haight & Associates 907-586-9788
6. Environmental Engineering: Carson Dorn 907-586-4447.

SECTION 011000 - SUMMARY

7. Food Service Design: Arctic Food Service Design 907-243-3556
8. Energy Engineering: Alaska Energy Engineering 907-789-1226

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Renovation of the existing Auke Bay Elementary School, a 50,525 gsf 2-story building of primarily wood construction. Occupancy Class E (with A3 Gymnasium grouped under E). Renovation construction will be Construction Type VB fully sprinklered. Construction will include selective demolition of portions of structure, walls, floors and roof and all mechanical and electrical systems and complete renovation of the building including exterior enclosure, interior partitions, finishes, accessories, mechanical and electrical systems, site layout and paving, and installation of a ground source heat pump system.
2. USGBC LEED certification is being pursued. A level of LEED Certified will be attained. The General Contractor, all subcontractors and material suppliers are required to perform in accordance with the requirements outlined under Section 018113-23 Sustainable Design Requirements LEED for schools and as outlined in other technical specification sections.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

1. Phasing is required in order to sequence the work and allow full occupancy of the site and building during the 2012-2013 school year.
2. The Work shall be conducted in 3 phases, with each phase assigned a start date and substantial completion date.
3. Owner Occupancy during phases
 - The Owner will occupy the entire building from contract award until June 5, 2012. Contractor will not have access to the building during this time. Access for brief periods for the purposes of planning the work will be permitted as approved by the Owner's Representative.
 - 2012-2013 School year: The Owner will occupy areas within the building identified as Phase 1 on December 1, 2012 until project completion. The Owner will occupy areas within the building identified as Phase 2 from August 14, 2012 to the later of December 15, 2012 or two weeks after completion of phase 1. The Owner will occupy areas within the building identified as Phase 3 from August 14, 2012 to June 4, 2013. The Owner will occupy the full site, except as otherwise noted below and on A101, from contract award until June 4, 2012 and from August 14, 2012 until June 4, 2013. All spaces within the building must

SECTION 011000 - SUMMARY

be fully functioning with all existing and new systems operational during the dates of occupancy indicated.

- The Owner will occupy all areas of the site from contract award until May 1, 2012 at which time the west parking lot will be given to the contractor for the purpose of drilling ground source heat wells. The Owner will occupy all other areas of the site.

4. **PHASE 1 SITE WORK** Substantial Completion August 14, 2012.

Phase 1 Site Work includes: installation of subsurface utilities including site drainage, sanitary sewer, water and storm piping, lighting, power and communication and associated sub-surface vaults, installation of geothermal wells and associated piping, surface utility equipment such as pedestal boxes, junction boxes and transformers and associated concrete pads, construction of the retaining wall, excavation and fill to prepare for paving and establish grades under paving and landscaping for the west parking lot and the east bus drive at the east end of the building and the access road to the playground. All other site work including paving and landscaping will occur in phase 3.

PHASE 1 BUILDING Substantial Completion December 1, 2012. Final completion December 15, 2012.

Phase 1 Building construction includes all work shown within the Phase 1 area (both floors, mechanical penthouse and roof) and also includes temporary measures required for occupancy during the 2012-2013 school year to provide a weather-tight building, exits and entries and temporary connections to building systems to keep all systems to occupied areas operational during building occupancy.

Start Dates building and site

- **Notice to Proceed:** Procurement, fabrication and shipment, including preparation and approval of shop drawings and product data. All required approvals for phase one components are to be obtained prior to May 15, 2012.
- **May 1, 2012:** West parking lot ground source heat pump wells and subsurface preparation in area indicated on A101. The building and all other areas of the site will be fully occupied.
- **June 2, 2012:** Mobilize *on site*.
- **June 4, 2012:** Owner vacates building and site. Contractor has full access to building and site within limits of construction. Work commences on all work indicated as Phase 1 work including site work identified on sheet A101.

Other building areas outside Phase 1 areas

- Phase 2 & 3 areas within the building must be maintained in the existing condition, weather-tight with all systems fully operational, and ready for owner occupancy for the 2012-2013 school year. Existing surfaces and finishes shall remain undisturbed or equivalent temporary surfaces and finishes shall be in place. Temporary walls, ramps, stairs, railings, etc. as indicated shall be in place at substantial completion of Phase 1. No work will be allowed in the Phase 2 & 3 area during Phase 1 except as required for temporary measures indicated. A portion of the gymnasium and some

SECTION 011000 - SUMMARY

classrooms in the Phase 3 area will be used for Owner furniture storage. Contractor access and entry will be prohibited except by special arrangement as approved by Owner's Representative.

Work restrictions: Work days and work hours for Phase 1 work are unlimited. Contractor is required to limit excessively noisy work during school hours (8am-2:30pm). The Safety of children and staff occupying the site and building is of utmost importance and therefore vehicular traffic to and from the site will be restricted. During the hours of 7:30am-9 am and from 2-3:00 pm, construction related vehicular traffic of any kind will be prohibited from entering and exiting the site. Contractor parking on site between 8am and 3pm is prohibited except within staging areas identified on A101.

PHASE 2 Substantial Completion and Final Completion is concurrent with Phase 3.

Phase 2 Site Work None.

Phase 2 Building construction includes all work shown within the Phase 2 area (both floors, mechanical penthouse and roof) and temporary measures required for occupancy during the 2012-2013 school year to provide a weather-tight building, exits and entries and temporary connections to building systems to keep all systems serving occupied areas operational.

Start Dates

- **Notice to Proceed:** Procurement, fabrication and shipment, including preparation and approval of shop drawings and product data.
- January 2, 2013: Owner will vacate portion of building indicated as Phase 2. Owner occupies Phase 1 and Phase 3 building. All areas of the site other than contractor staging areas indicated on A101 will be fully occupied by the Owner until June 1, 2013.

Other areas outside Phase 2 areas

- All areas of the building and site not indicated as Phase 2 work will be occupied by the Owner and must be maintained weather-tight with all systems fully operational during occupancy. Existing surfaces and finishes shall remain undisturbed or equivalent temporary surfaces and finishes shall be provided. Temporary walls, ramps, stairs, railings etc. as indicated shall be provided for the duration of the 2012-2013 school year. Contractor access to the occupied building areas will be prohibited except by special arrangement as approved by Owner's Representative.

Work restrictions: Work days and work hours for Phase 2 work are unlimited. Contractor is required to limit excessively noisy work during school hours (8am-2:30pm). The Safety of children and staff occupying the site and building is of utmost importance and therefore vehicular traffic to and from the site will be restricted. During the hours of 7:30am-9 am and from 2-3:00 pm, construction related vehicular traffic of any kind will be prohibited from entering and exiting the site. Contractor parking on site between 8am and 3pm is prohibited except within staging areas identified on A101.

PHASE 3: Substantial Completion August 16, 2013. Final Completion August 30, 2013

SECTION 011000 - SUMMARY

Phase 3 Site Work All remaining work.

Phase 3 Building construction All remaining work.

Start Dates

- **Notice to Proceed:** Procurement, fabrication and shipment, including preparation and approval of shop drawings and product data.
- **June 3, 2013:** Owner will vacate building and site. Contractor has full access to building areas of Phase 2 and Phase 3 and full access to the site within limits of construction.

Other areas outside phase 3 areas

- Areas of the building included in Phase 1 will be used by the Owner for storage. Contractor access to the Phase 1 area will be prohibited except for short durations by written approval of the Owners Representative. Contractor will be responsible for building protections and repair of damage.
- Areas of Phase 1 and Phase 2 must be kept weather tight. All systems serving phase 1 must be fully operational.

Work restrictions: Work days and work hours for Phase 3 work are unlimited.

- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.6 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
1. Installation of Portables under a separate Contract.

1.7 ACCESS TO SITE

- A. General: Contractor shall have access to site as described under Phased Construction.
- B. Use of Site: Limit use of Project site to work areas and areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to areas indicated.
 2. Phase 1-3: Comply with requirements indicated under each phase.
 3. Phase 1 & 2 Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and

SECTION 011000 - SUMMARY

emergency vehicles at all times during the 2012-2013 school year. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries during hours indicated to minimize use of driveways and entrances by construction operations.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises as described under Phased Construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations and restrictions described under Phased Construction.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Work Hours are described under each phase: Limit work on site and in the existing building to days and times indicated.

SECTION 011000 - SUMMARY

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Tobacco use: Use of tobacco products on Project site is restricted. Smoking is permitted in a designated smoking area only. Smoking is not permitted elsewhere on site, within the building, on the roof or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes. Provide a designated smoking area located in compliance with these restrictions. Smoking restrictions apply to all phases of construction.
- F. Controlled Substances: Use of controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

SECTION 011000 - SUMMARY

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

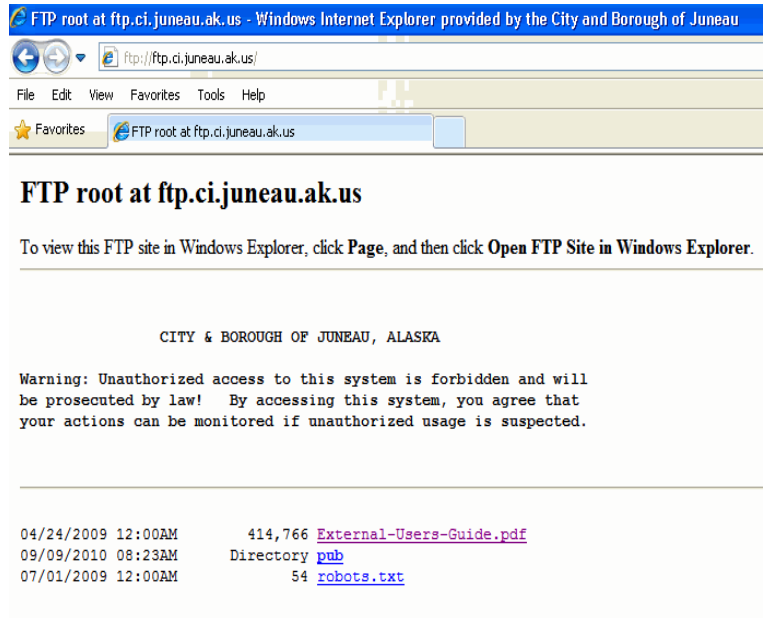
Auke Bay Elementary School Renovation – E12-042 Bid Document Download Instructions

Bid documents for this project are available for viewing and/or downloading from the City & Borough of Juneau Engineering Department's FTP site. You may access this site through any web browser (Internet Explorer, Firefox, etc.). Instructions on how to access this site are included on the following pages. Once you access the FTP site, please open the folder entitled, "Auke Bay Elementary School Renovation – E12-042." Before you download bid documents, please note the following:

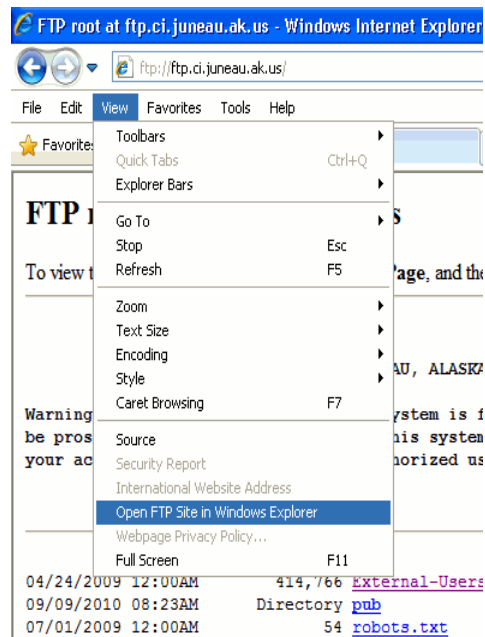
- The FTP site will have all initial bid documents, but all other bid information, including addenda and updated Planholder Lists will posted at the Engineering Department's Bid webpage:
http://www.juneau.org/engineering_ftp/contracts/Contracts.php
- Interested Bidders/Proposers are strongly encouraged to add their company to the Planholder's List. CBJ Engineering will attempt to notify all Planholders when addenda are issued. It is the responsibility of prospective Bidders/Proposers to confirm receipt of all addenda.
- NOTE – for people using newer versions of Internet Explorer or Firefox, you may need to hit the "Alt" key to see the menus at the top of the screen.

If you have any questions or problems accessing this site, please contact the Engineering Contracts office at contracts@ci.juneau.ak.us or 907-586-0490.

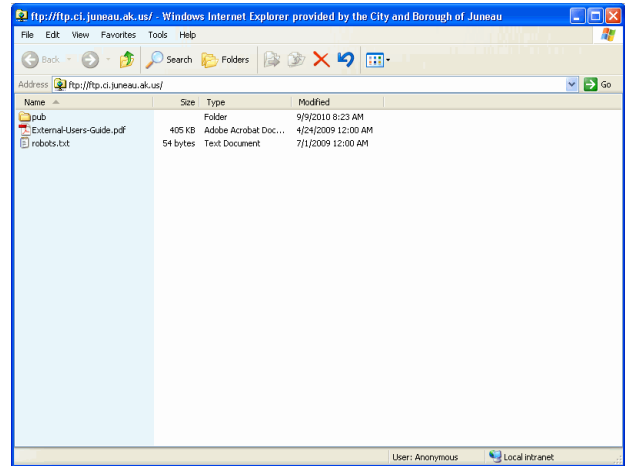
With Internet Explorer, navigate to <ftp://ftp.ci.juneau.ak.us>. (It is important to ensure that the protocol is ftp:// and NOT http://)



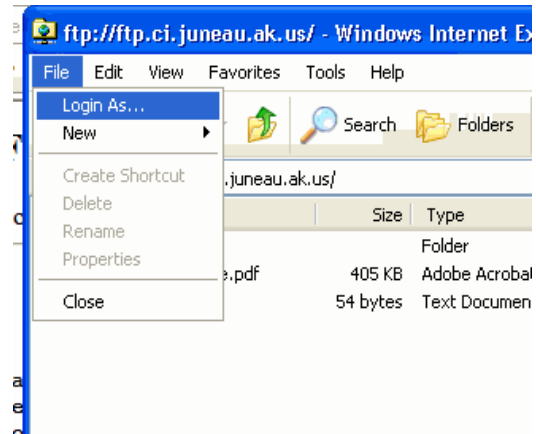
Click on the **View** tab in the menu, and then click on **Open FTP Site in Windows Explorer**



You should see a second window appear, showing the same FTP site.



Click on **File**, then click on **Login As...**



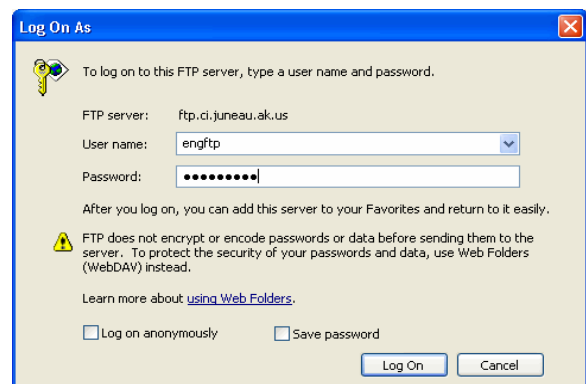
When the login dialog appears, enter the following:

User name: **engftp**

Password: **Sea Green**

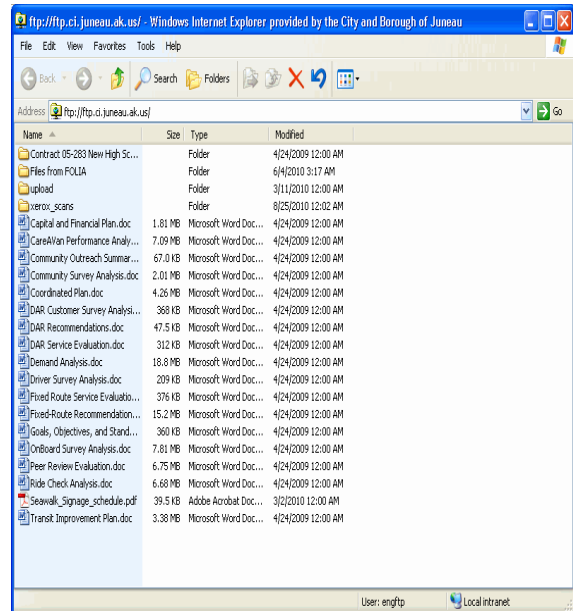
(Yes there is a space in the password!)

Then press the **Log On** button.



After entering the username and password, you will be viewing the Engineering FTP site instead of the CBJ public FTP site.

You should have received instructions along with this note telling you where to find your files.



If you have any questions or problems connecting to the FTP site, please call the CBJ Management Information Systems at (907) 586-5295. Thank you.