CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Engineering Department

REQUEST FOR PROPOSALS

(C3) RFP E14-046

TERM CONTRACT for LANDSCAPE SERVICES

Issued by: _____ **Date:** **7/22/13**
Jennifer Mannix, Contract Administrator

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified contractors to perform landscape services under a term contract for small projects not-to-exceed $50,000 each. Up to three contractors will be selected.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on August 2, 2013.** Persons interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS RFP: Jennifer Mannix, Contract Administrator, phone 907-586-0873, fax 907-586-4530, jennifer_mannix@ci.juneau.ak.us is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: **5** copies of the proposal, in a ***sealed envelope***, must be received by the Purchasing Division prior to **2:00 p.m. Alaska Time on August 13, 2013,**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

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

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

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

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

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

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

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

IMPORTANTNOTICE TO PROPOSER

To submit your proposal:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope**

RFP NUMBER:
E14-046

SUBJECT:
Term Contract for Landscape Services
DATE OF OPENING AT 2:00 P.M. ALASKA TIME

SEALED PROPOSAL

Disadvantaged Business Enterprises are encouraged to respond.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified Contractors to provide landscape services through individual Project Agreements. Up to three Contractors will be selected for the Term Contract. Each Project Agreement will be limited to a maximum fee of $50,000. Contractors will be selected on a rotational basis for a given Project Agreement and the selection will be based on the availability of the Contractor for the given Project Agreement. If a Project Agreement is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. The CBJ has the right to refuse fees deemed unreasonable. After a signed Project Agreement between the CBJ and the Contractor has been completed, a Notice to Proceed and a purchase order will be issued.

The cost of each individual project performed under these term contracts shall be greater than $2,000 and may not exceed $50,000. For projects costing $5,000 or less, contractors may be offered work without adherence to the rotation schedule described above.

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

1.2 Scope of Services

The Contractor shall perform all work and furnish all labor, materials, parts and equipment needed to complete each project under this contract. Work shall typically consist of the following landscaping services including but not limited to:

- Planting and transplanting trees, shrubs and other plants
- Minor excavation and grading work
- Watering, pruning, mulching and general plant maintenance
- Tree cutting, pruning or removal
- Installation of site furnishings such as benches, tables, landscape edging, trash cans, bike racks

Subcontractors: Subcontracting portions of the work is acceptable with prior approval from the Engineering Contract's Office. No more than 25% of the work may be subcontracted. When subcontractors are used, the following requirements shall apply.

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

1.3 Minimum Qualifications

The firm must employ one or more employees who have at least two (2) years of experience performing commercial landscape contracting work in Southeast Alaska. At least one employee meeting this requirement must work on any project performed under this term contract.

1.4 Contract Period

The initial term of this contract will end on December 31, 2014, and it will automatically renew annually through December 31, 2017, unless either party chooses to terminate the contract.

1.5 Background

Juneau is Alaska's Capital City. The CBJ municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Engineering Department is located on the 3rf Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

1.6 Questions

Questions regarding this proposal should be directed to:

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

email: Jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-4530

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

1.7 Sample Term Contract

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

1.8 Alaska Statute 36 (Little Davis-Bacon) Requirements

The following will apply if work exceeds $25,000 and employees or subcontractors are hired to perform the work.

***Title 36 AS* (Little Davis-Bacon)** requires that prevailing rates of pay be paid for work performed on any public works project which exceeds $25,000.00 (contained in pamphlet number 600 and 400), copies available from the Alaska Department of Labor and Workforce Development (ADOL), 907-465-4842 or http://labor.state.ak.us/lss/home.htm).

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

AS 36.05.040 requires the weekly filing of certified payrolls directly with the Wage and Hour Administration. It also requires any other information which ADOL may request.

One specific requirement is that all Contractors and subcontractors notify ADOL as to the identity of all subcontractors they may have.

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

Remember:

1) The contracting agency and the Contractors must notify the ADOL of all Contractors and subcontractors on the project on a continuing basis.

2) Certified payrolls must be sent weekly to the address below by each Contractor and subcontractor on the project.

3) Failure to comply may result in the ADOL withholding progress payments to obtain compliance and/or debarment of the Contractor or subcontractor found to be in non-compliance.

Certified payrolls must be sent to the following:

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

and

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

If you need additional information, contact the ADOL.

1.9 Terms and Conditions

See Attachment 1 – Sample Term Contract.

1.10 Performance Specifications

Scheduled Work During Business Hours. Regular business hours are from 8:00 am to 4:30 pm. Monday through Friday, excluding City holidays. The Contractor will not begin work on any job until a Notice to Proceed has been issued. Work extending beyond regular business hours must be approved in writing by the CBJ Project Manager. All work shall be scheduled a minimum of 24 hours in advance.

Scheduled Work During Non-Business Hours. The Contractor will not begin work on any job during non-business hours until a Notice to Proceed has been issued.

Response Time

All projects shall require a proposal provided by the Contractor which includes a complete description of the work to be performed, written cost estimate and schedule of completion. The cost estimate should specifically include all labor, materials and equipment costs, and all material/equipment mark-ups should be clearly indicated. An appointment to visit the job must be scheduled within 3 business days of the request from the CBJ Project Manager. The City shall not be charged for the preparation of the proposal and cost estimate. Work is to begin and be completed within a reasonable timeframe, unless the CBJ Project Manager indicates that a longer response time is acceptable. A "reasonable time frame" implies that the work is to commence and be completed in an amount of time that is "reasonable" by industry standards and is acceptable to the City. If needed, the City will contact other vendors to determine/verify the industry standard. If the Contractor does not schedule a visit to the job site and does not provide a timely cost proposal, the Contractor shall lose their spot in the rotation. Cost proposals shall be provided within ten working calendar days following the site visit, unless an extension is granted by the CBJ Project Manager.

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (10) pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- General Information: State which project the proposal is for, including RFP name and number. Introduce your firm and provide the following information:
  - Firm's name and address
  - The names of person(s) who will be authorized to represent your firm, their title(s), and phone number/email address.
  - State whether the firm is a Juneau Proposer.
  - Acknowledge receipt of all addenda.

- Past Record of Performance
  - Provide background information on the firm including specialized experience, capabilities, and unique qualifications the firm possesses for this term contract.
  - Provide a list of at least three past projects for CBJ or other entities in Southeast Alaska. Include project description, project budget and dates the work was performed and contact information for references on the project.
  - Provide resume(s) for at least one person employed by the firm that meets the minimum requirements stated in Section - 1.3 Minimum Qualifications.

- Capacity of Firm: Describe the ability of the Contractor to meet potential project requirements for the variety of work listed in section 1.2 Scope of Work and 1.10 Performance Specifications.

- Mark-up on Materials: Contractor mark-up on materials shall not exceed 10% for any work performed under this contract. Proposers shall state in their proposal that they agree to this percentage.

- Licenses: The proposal must include a statement indicating that all necessary business and corporate licenses are currently held and must provide the license numbers.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

The evaluation Data discussed below is the presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ and in Southeast Alaska, as well as specific personnel and their relevant landscaping experience will be made.

4.2.2 Capacity of Firm and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule. Preference will be given to firms that perform landscape services as a primary function.

4.2.3 Quality of the Proposal

Is proposal clear and concise? Is proposal responsive to the needs of the project? Evaluation will include the clarity and professional quality of the document(s) submitted.

4.2.4 Juneau Proposer according to **SECTION 7.0**

Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals.

5.0 SELECTION AND AWARD

The proposals are individually scored by the Selection Committee. The reviewers' scores are then ranked according to the individual scores, with the highest score given a ranking value of 1. The rankings are then determined. The lowest numerical rankings will be used to determine the successful term contract Contractors. In the event of a tie in the ranking totals, the raw scores of the proposers who are tied will be totaled to determine the final order.

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

Proposal evaluation results are anticipated to be announced within 15 calendar days of the submission date, although all offers must be complete and irrevocable for 60 days following the submission date.

Award of a term contract, if made, will be to the responsible proposers selected in accordance with the criteria described in SECTION 4 of this RFP.

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

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law. ***Note:*** *The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

8.0 PROTESTS

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

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than ***seven business days*** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

CONSULTING FIRM: _____

SCORED BY: _____ **DATE:** _____

EVALUATION/RANKING

		POINTS AWARDED	
		Points Possible	**Score**
1	Past Record of Performance and Relevant Experience	0 – 45	
2	Capacity of Firm	0 - 40	
3	Quality of Proposal	0 – 10	
		Subtotal	
The Engineering Contract Administrator will assign points for criterion 4.2.6 below			
4	Juneau Proposer (according to SECTION 7.0)	0 or 5	
	TOTAL POINTS	**100**	
	INDIVIDUAL RANKING		

ENGINEERING DEPARTMENT

SERVICES CONTRACT
Term Contract for Landscape Services
Contract No. RFP E14-046

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____, who's address is _____, phone _____ and fax _____ ("Contractor").

Witnesseth:

Whereas, the City desires to engage the Contractor for the purpose of rendering certain professional services, and

Whereas, the Contractor represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Contractor/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Contractor shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Contractor will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Contractor or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.

(D) Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

STANDARD CONTRACT

4. TIME OF PERFORMANCE. The initial term of this contract will be from the date executed through December 31, 2014, and it will automatically renew annually through December 31, 2017, unless either party chooses to terminate the contract.

The services of the Consultant are to commence as soon as practicable after the execution of any Project Agreement issued pursuant to this Contract and shall be completed no later than the time specified in the Project Agreement. No Project Agreements shall be executed after this contract has expired.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Jennifer Mannix. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representatives shall be _____. Reliance by the City on representations by any other person shall be at the City's own risk.

6. COMPENSATION. The City agrees to pay the Contractor according to the schedule attached as Appendix B. The Contractor's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Contractor will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

STANDARD CONTRACT

11. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Contractor agrees that no officer of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no family member, has had or will have any direct or indirect financial interest in this Contract. If the Contractor learns of any such interest, the Contractor shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Contractor shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Contractor shall at all times exercise unbiased judgement when performing its duties under this contract.

14. PUBLIC RELATIONS. Contractor shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Contractor shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Contractor will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

18. INSURANCE REQUIREMENTS. The Contractor shall secure and maintain insurance for the risks and in the amounts specified in Appendix C, prior to execution of any Project Agreements. For all insurance except for professional liability insurance, the Contractor and its insurance carrier waive subrogation against the City.

19. INDEMNIFICATION AGREEMENT. Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Contractors and insurers with respect to any action, claim or lawsuit arising out of the Contractor's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by Contractor's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Contractor are contingent upon reasonable notice by the City to the Contractor of such action, claim or lawsuit within ten working days of receipt. City agrees to provide Contractor written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

STANDARD CONTRACT

20. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

21. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

22. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

23. ALASKA STATUTE 36 (LITTLE DAVIS-BACON) REQUIREMENTS
The following will apply if work exceeds $25,000 and employees or subcontractors are hired to perform the work.

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.

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

STANDARD CONTRACT

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

24. ADDITIONAL TERMS AND CONDITIONS

Defective Work: The Contractor, at its own expense, must remedy and correct any defect in its work or in articles, materials or services which it provides in connection with the work when said defects are brought to its attention within one year of completion of the work. The CBJ has the right to withold 10% percent of the payment until the project is completed and accepted by the CBJ Project Manager. The Contractor must, without additional expense to the City, be responsible and make whole all injury, loss or damages to persons or property which may result from the use of any equipment, materials or workmanship which is inferior, defective or not in conformance with the terms or conditions, as specified in this bid.

If the Contractor fails to correct any defective work within a reasonable time frame set by the City, the City may, at its sole option, terminate the contract and/or obtain the necessary contract services from another source. The City may hold the original Contractor responsible for any excess costs the City has incurred in order to correct the deficiencies.

Permits, Laws and Taxes: The Contractor must obtain all required permits (including building permits, if needed), licenses and bonds to comply with applicable municipal, state and federal laws, unless otherwise stated in a Project Agreement issued under this contract.

Compliance: The Contractor must comply with all applicable federal and state labor, wage, hour and safety laws. To determine compliance, the City reserves the right to inspect and audit the Contractor's records and to inspect the Contractor's premises and job sites.

Contract and Project Agreement Amendments: Any requested changes or alterations to the contract must be approved by the City Engineer. Any requested changes or alterations to a specific project agreement must be approved by the designated CBJ Project Manager for that project. Any changes or work performed without such approval, even if approved by the user department, will not be binding.

Project Agreement Closeout. Prior to final payment, Contractor shall provide:

- Alaska Department of Labor and Workforce Development (DOL) documents (certified payrolls, Notice of Completion of Public Works) when project exceeds $25,000
- Employment Security Tax Clearance (for prime and all subcontractors. Form to be issued with the Notice to Proceed).

STANDARD CONTRACT

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

CITY AND BOROUGH OF JUNEAU

_____

Kimberly A. Kiefer Date
City and Borough Manager

Firm

_____

Name Date
Title
email

Approved as to Content

_____

Jennifer Mannix Date
Contract Administrator

STANDARD CONTRACT

APPENDIX A: SCOPE OF SERVICES
Term Contract for Landscape
Contract No. RFP E14-046

General Landscape Construction Work

The Contractor shall perform all work and furnish all labor, materials, parts and equipment needed to complete each project under this contract. Work shall typically consist of the following landscaping services including but not limited to:

- Planting and transplanting trees, shrubs and other plants
- Minor excavation and grading work
- Watering, pruning, mulching and general plant maintenance
- Tree cutting, pruning or removal
- Installation of site furnishings such as benches, tables, landscape edging, trash cans, bike racks

Subcontractors

Subcontracting will be accepted only with written authorization from the Engineering Contract's Office. No more than 25% of the work shall be subcontracted. If a Subcontractor is accepted, the following requirements shall apply:

- Department of Labor (DOL) requirements as indicated in Paragraph 23
- Required insurance as indicated in Appendix B, or subcontractor shall be covered under Prime Contractor's insurance.
- A Subcontract Report shall be submitted from the Contractor
- Verification that the Subcontractor is current in all taxes owed to the CBJ.

Projects

Each Project Agreement will be limited to a maximum fee of $50,000. Contractors will be selected on a rotational basis for a given Project Agreement and the selection will be based on the availability of the Contractor for the given Project Agreement. If a Project Agreement is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. The CBJ has the right to refuse fees deemed unreasonable. After a signed Project Agreement between the CBJ and the Contractor has been completed, a Notice to Proceed and a purchase order will be issued.

The cost of each individual project performed under these term contracts shall be greater than $2,000 and may not exceed $50,000. For projects costing $5,000 or less, contractors may be offered work without adherence to the rotation schedule described above.

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

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Term Contract for Landscape Construction
Contract No. RFP E14-046

Project Fee Proposals
Fee proposals submitted for projects under this term contract shall include at a minimum:

- Description of scope of work
- Estimated hourly rates
- Estimated material costs, including mark-up
- Estimated equipment rental, if any, including mark-up

Hourly Rates/Mark-up Percentages
Basic Hourly Rate, Labor Prices and Administrative Overhead: Basic hourly rate during regular business hours, includes all labor and tools. Basic hourly rate shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the total hourly rate shown on the hourly rate schedule. No charges may be made for freight, delivery, non-required supervision, or other miscellaneous expenses. The Contractor must invoice lesser rates for apprentice labor. The City reserves the right to audit or inspect the Contractor's records to determine accuracy of any charges.

Contractor shall be entitled to overtime wages if services are needed outside of regular work hours.

Materials/Equipment Mark-up: The price of materials used in this contract is to be F.O.B. Juneau job site. All work orders that accompany billing invoices must clearly define cost of the materials billed to the City. The cost shall not exceed invoice plus ten (10) percent. The City will periodically ask the Contractor to verify costs. If a discrepancy or question arises, the City may require actual invoices showing the Contractor's cost for materials/parts. The City will provide a minimum of 24 hours advanced notice when requesting price verification. In the event the Contractor continues to charge a higher percentage than specified above, the City will have just cause for terminating the contract.

If equipment rental is required to complete a project, mark-up may not exceed 10%.

Billing Invoices: A separate invoice must be submitted for each Project Agreement and must include detailed hourly labor, equipment, material costs and any other items chargeable to that job, along with the CBJ purchase order number. Invoices without a purchase order number may be returned to the Contractor. The CBJ Project Manager will review each invoice individually to determine if charges are applicable and make payment accordingly.

STANDARD CONTRACT

APPENDIX C: INSURANCE REQUIREMENTS
Term Contract for Landscape Services
Contract No. RFP E14-046

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. 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 and Engineer for WORK performed under the contract.

   c. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

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

   $1,000,000 each occurrence for General Liability and Products/Completed Operations;
   $1,000,000 for Personal Injury Liability;
   $2,000,000 Aggregate for Products-Completed Operations;
   $2,000,000 General Aggregate.

STANDARD CONTRACT

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. The Project Name and Number shall be referenced on the Certificate of Insurance.

STANDARD CONTRACT