



ENGINEERING DEPARTMENT

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

### **Wee Burn Drive Drainage Repairs RFQ No. E16-068**

---

**QUOTES ARE DUE PRIOR TO 2:00 p.m., August 25, 2015**

---

**RESPONDING TO THIS REQUEST FOR QUOTES.** Quotes may be hand-delivered, or faxed, to the attention of Janet Sanbei, CBJ Engineering, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-4530. Emailed quotes will be accepted if they are emailed to [contracts@ci.juneau.ak.us](mailto:contracts@ci.juneau.ak.us), received and printed prior to the deadline stated above. It is strongly recommended that Bidders call (907) 586-0490 to confirm receipt of faxed or emailed quotes. To be considered, Quotes must include a Bid and Signature page and Bid Schedule.

**SCOPE OF WORK.** The Contractor shall provide all labor, equipment, materials and perform all Work to install approximately 265 feet each of new 12-inch CPP culvert and 6-inch underdrain with filter fabric on Wee Burn Drive in Bonnie Brae Subdivision, North Douglas. The WORK also includes the installation of four catch basins with area drains and one headwall with trash rack and tying into the existing storm drain system, and the removal and disposal of existing storm drain pipes and catch basins and miscellaneous related work.

All Work shall be in accordance with the CBJ Standard Details, 4th Edition, August 2011 and the Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 Edition, and current errata, unless otherwise indicated in this RFQ document.

**LOCATION OF THE PROJECT.** The Project is located in Bonnie Brea Subdivision, North Douglas.

**COMPLETION TIME FOR THE WORK.** The Contractor shall have until October 23, 2015, to complete all Work as described.

**SITE INSPECTION.** Bidders are encouraged to visit the Project site prior to submitting a bid for this Work. Failure to visit the site shall in no way relieve the Contractor of its responsibility to perform the Work in compliance with the terms and specifications of this Contract.

**QUALITY OF WORK.** The Contractor shall employ workers and craftspeople qualified in the necessary trades. All Work shall conform to the drawings and specifications, industry standards and practices, and the manufacturer's requirements. The Contractor shall be responsible for the supervision and control of all Work; the safety of the workers; and assurance that the quality of Work and character of workers conform to all applicable laws and regulations.

**QUALIFICATIONS.** By submitting a quote the Contractor warrants that it is qualified to perform the Work described in accordance with all applicable codes, standards, and regulations. The Contractor shall, upon request by the CBJ, provide all documentation showing the Contractor's qualifications and/or registrations necessary for completion of the Project.

**QUOTES.** A Quote for the Work will not be accepted from a Contractor who does not hold a valid Alaska Business License and a valid Contractor's license in Alaska (applicable to the type of Work bid upon) at the time of opening Bids. **The CBJ's procurement code requires that Request for Quotes be used for projects estimated to not exceed \$50,000.00 in total cost.** If a quote is submitted for an amount exceeding \$50,000.00, it shall be considered non-responsive.

**AWARD.** Award of this Quote, if it is awarded, will be on the basis of materials and equipment described in these RFQ documents and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed.

**CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall designate a Construction Superintendent, or designee, who shall serve as the Contractor's point of contact and be in full charge of the Work, ensuring that construction is performed in a safe and professional manner. Unless otherwise approved in writing by the Owner's Project Representative, the Construction Superintendent shall acknowledge and accept, on behalf of the Contractor, all written change orders, directives, approval, or rejection notices.

The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related thereto. The Contractor shall conduct all Work in such a manner as to protect CBJ resources.

The Contractor shall comply with all applicable laws, regulations, codes, and ordinances. In addition, the Contractor shall obtain applicable licenses and permits, unless directed otherwise; provide supervision, labor, tools and new materials, unless directed otherwise.

On CBJ construction Projects, the CBJ may make unclassified material available to Contractors, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. Contractors are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. Contact Alan Steffert, CBJ Material Source Manager, at (907) 586-0481 for the current material rates.

Contractors proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. Contractors using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at 907-586-0481.

Contractors deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. Contractors shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

If Contractor operations for a Project do not exceed 500 tons of material, the Contractor will not be required to provide an Individual Mining Plan prepared by a registered Engineer, however, the Contractor must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 2008-00061 for gravel extraction within the CBJ/State pit. The Contractor must contact the CBJ Engineering Department for conditions for the extraction.

Contractors using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. Contractors shall account for placement of materials removed from the pit. The CBJ may require Contractors to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. Contractors will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the Work, Contractors shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.

The gravel pit overhead charge shall be paid to the CBJ by the Contractor within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation Contractors shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the Contractor prior to release of the bond. A signed release from CBJ will be required prior to releasing the Contractor's bond.

If asphalt pavement is removed as part of this Work, the Contractor shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the Engineer.

The CBJ/State gravel pit is a seasonal operation. The hours of operation are from 7:00am to 6:00pm, Monday through Friday, from April 1 through October 15 of the year. Contractors may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough Engineering Department. The Contractor will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.

**SUBCONTRACTING.** If this project will have subcontractors, the Contractor shall submit a list of Subcontractors who will be working on the project (form attached to the end of this RFQ), and to comply with Alaska Department of Labor Wage and Hour requirements and the Alaska Employment Security Act. The Employment Security Tax Clearance form will be issued with the Notice to Proceed.

**CANCELLATION.** The CBJ, as Owner, reserves the sole right to cancel this Contract, in whole or in part, immediately, in the event of the Contractor's failure to perform the Work in conformance with these Contract Documents.

**CONTRACT ADMINISTRATION AND ACCEPTANCE.** The CBJ, through its authorized representative, will perform the Contract Administration and Inspection for this Work. The CBJ reserves the right to determine the acceptability of the finished Project. Should the Contractor fail to meet the required specifications, the Contractor shall immediately complete the Project as specified, at no additional cost to the CBJ.

**COMPENSATION.** The Contractor shall be paid based on the amounts shown on the bid schedule, upon satisfactory completion and acceptance of the Work by the CBJ and notification by the State Department of Labor that the Contractor has complied with its requirements.

#### **LIABILITY AND INSURANCE REQUIREMENTS.**

**Liability.** The Contractor shall hold and save the CBJ, its officers, agents, and employees harmless from liability of any nature. This includes any costs, expenses, suits or damages of any kind

sustained by any person(s) or property by any virtue of performance resulting from the Project, unless arising from carelessness or negligence by the CBJ, which will be apportioned on a comparative fault basis.

**Insurance Requirements.** The Contractor shall provide evidence of insurance with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the Contractor or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any Subcontractor engaged in Work under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least A-VII. The Contractor shall maintain in force at all time, during the performance of Work under this contract, the following policies of insurance. **“The CBJ shall be named as additional insured for any and all work performed for the CBJ.”** (Additional insured requirements not required for Worker's Compensation coverage.) Proof of this insurance is required before the final bid award.

1. **Workers' Compensation Insurance.** The Contractor, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), will provide the CBJ and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for workers compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers' Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, the State will implement the provisions of AS 23.30.045 8 and CBJ, at its option, may terminate this agreement for cause without liability.
  - a. Employers Liability

Bodily Injury by Accident:	\$100,000.00 Each Accident
Bodily Injury by Disease:	\$100,000.00 Each Employee
Bodily Injury by Disease:	\$500,000.00 Policy Limit
  - b. The Contractor agrees to waive all rights of subrogation against the Owner for Work performed under the contract.
  - c. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the contract.
2. **Commercial General Liability Insurance.** Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The minimum limits of liability shall be:  
  
\$1,000,000 each occurrence for General Liability and Products/Completed Operations;  
\$1,000,000 for Personal Injury Liability;  
\$2,000,000 Aggregate for Products-Completed Operations;  
\$2,000,000 General Aggregate.

3. Business Automobile Insurance.  
\$1,000,000 per accident, combined single limit, covering owned, non-owned and hired automobiles.

**The City and Borough of Juneau shall be named as an "Additional Insured" for all coverages listed above, except Workers' Compensation.**

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

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

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

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

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

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

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

**Contact Information:**

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

***Greg Smith, Contract Administrator***  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0873  
[greg\\_smith@ci.juneau.ak.us](mailto:greg_smith@ci.juneau.ak.us)

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

**QUESTIONS CONCERNING THE WORK.** Contact the Contract Administrator.

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

1. Employment Security Tax Clearance for the Contractor and each Subcontractor from Alaska Department of Labor, Juneau Field Tax Office – (form to be provided with Notice to Proceed)
2. Compliance Certificate and Release Form – (form to be provided with Notice to Proceed)
3. Approved Notice of Completion of Public Works (from DOL) if project exceeds \$25,000.

**AS-BUILT PLANS.** This request for bids may include a portion of an as-built plan. As-built plans are prepared from the best available information; however, the plans may not reflect actual utility locations. The CBJ is not responsible for costs incurred by the Contractor due to any discrepancy in the as-built plans.

---

## **SPECIAL PROVISIONS and DRAWING INDEX**

---

Special Provisions

### **DRAWINGS**

Sheet 1 of 2 – Cover Sheet

Sheet 2 of 2 – Plan and Typical Details

## BID AND SIGNATURE PAGE

**Project: Wee Burn Drive Drainage Repairs**  
**RFQ E16-068**

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street or P.O. Box)

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
(City/State and Zip Code)

The Contractor shall provide all labor, equipment, materials and perform all Work as described in the Scope of Work.

**COMPLETION TIME FOR THE WORK.** The Contractor shall have until October 9, 2015, to complete all Work as described.

**Bidder has examined the bid documents, including the following addenda (receipt of all of which is hereby acknowledged by the undersigned). Give number and date of each Addenda below. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**

Addenda No.	Date Issued	Addenda No.	Date Issued

**TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE DATE AND TIME QUOTES ARE DUE:**

- Signed Bid and Signature Page, (includes Addenda receipt statement)
- Completed Bid Schedule

## BID SCHEDULE

### BASE BID

ITEM NO.	BID ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
2501.1	12-Inch CPP Pipe Culvert with 6-CPP Underdrain	LF	265				
2502.1	Catch Basin Type III	Each	3				
2502.2	Catch Basin Type IV	Each	1				
2801.1	Rap Placement and Grading	LS	All Req'd	Lump	Sum		
3302.1	Concrete Area Drain	Each	4				
3302.2	Concrete Headwall with Trash Rack	Each	1				

**Total Bid**

**\$** \_\_\_\_\_

**Company Name** \_\_\_\_\_

## Standard Terms and Conditions

**Examination of Quote Documents:** Each bidder shall thoroughly examine and be familiar with all the documents and any addenda to those documents. The submission of an Quote shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request For Quote (RFQ) documents. The failure or neglect of a bidder to receive or examine any of the Quote documents shall in no way relieve that bidder from any obligations with respect to that bidder's proposal, or to the contract. Misinterpretation or a claimed lack of knowledge concerning the Quote will not serve as a basis for a claim for additional compensation.

**Interpretation of Quote Documents:** Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the CBJ Engineering Department, Contracts Office. If required, amendments to the Quote documents will be in the form of an addenda and, when issued, will be sent as promptly as is practical to all parties to whom the RFQ documents have been issued. All such addenda shall become part of the contract. Request must be sent to the CBJ Engineering Department, Contracts Office, 155 South Seward Street, Juneau, Alaska 99801.

**Preparation of Quote:** Quote must be submitted on the RFQ forms provided, or copies thereof, and be completed in all respects as required by the RFQ documents. Each Quote shall include all information requested, and be manually signed in ink.

**Addenda:** Each Quote shall include acknowledgment in the space provided (Item 2), in the RFQ form, receipt of all addenda issued during the bidding period. Failure to acknowledge all addenda may result in the proposal being rejected as not responsive. It shall be the bidder's responsibility to inquire about addenda issued.

**Qualification of Bidders:** Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. If requested by the CBJ Engineering Department, the **low bidder** shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, and its key personnel who will be assigned to this contract.

**Specifications:** Unless otherwise specified in the RFQ, product brand names or model numbers specified in this RFQ are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature is provided for the product. Failure to provide such specifications

and descriptive literature may be cause for rejection of the offer.

**Quote Prices:** The bid prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor, except as may be provided otherwise in the contract documents. Price bid must be in U.S. Funds.

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

**Extension of Prices:** In case of error in the extension of prices in the Quote, the unit prices will govern; in a lot bid, the lot prices will govern.

**Firm Offer:** For the purpose of award, offers made in accordance with this RFQ must be held firm for a period of ninety (90) days from the date of RFQ opening.

**Contract Extensions:** Unless otherwise provided in the RFQ, the CBJ and successful bidder/Contractor agrees: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension.

**Default:** In case of default by the Contractor, for any reason whatsoever, the CBJ may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**Billing Instructions:** Except as specifically allowed under the RFQ, invoices must be billed to the Engineering Department, as noted on the purchase order. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the RFQ have been met.

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

**Rejection of Quotes:** The CBJ reserves the right to reject any or all bids and to determine which bid, if any, should be accepted in the best interest of the CBJ. The CBJ reserves the right to waive any Informality in a quote.

**Fax/Email Disclaimer:** It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a facsimile machine or email shall be at bidders' sole risk. The CBJ will attempt to keep its facsimile machine and email system in good working order but will not be responsible for bids that are late due to mechanical failure, a busy facsimile machine, or any other technical issue arising from bidders' use of a facsimile machine or email, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid before the submittal deadline. Bidders are therefore strongly encouraged to confirm receipt of their bid with the CBJ prior to submittal deadline.

**INDEMNIFICATION:** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

**CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:** Contractors 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 Contractor 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 Contractor 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 Contractor 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 bid.**

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.

**RESPONSIBLE BIDDER.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.

**NON-RESPONSIVE BIDS.** Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- If a Bid is received after the Deadline for Bids.
- If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- If the Bidder has not acknowledged receipt of each Addendum.
- If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

## LIST OF SUBCONTRACTORS (AS 36.30.115)

### RFQ No. E16-068, Wee Burn Drive Drainage Repairs

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

## SPECIAL PROVISIONS

The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, with twelve Errata Sheets, as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view them online at: [www.juneau.org/engineering](http://www.juneau.org/engineering).

### Special Provisions - Table of Contents

Section No.	Section Title	Page No.
01010	Summary of Work	1
01025	Measurement and Payment	4
01700	Project Closeout	7
02501	Storm Sewer Pipe	9
02502	Storm Sewer Manholes, Inlets and Catch Basins	9
03302	Concrete Structures	9

*Add the following Section:*

### SECTION 01010 - SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 GENERAL

- A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles and furnishing all labor, transportation and services, including all fuel, power, water and essential communications and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all WORK, materials, and services, not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

##### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK covered in the Contract Documents generally includes: Reconstruction of approximately 265 feet of the existing storm drainage system within the Wee Burn Street right-of-way. The WORK includes the removal and disposal of the existing storm drainage system and resurfacing with RAP and miscellaneous related WORK.
- B. SITE OF WORK. The site of the WORK is the Wee Burn Street right-of-way in the Bonnie Brae Subdivision.

## **SPECIAL PROVISIONS**

### **1.3 WORK BY OTHERS**

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work on Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

### **1.4 CONTRACTOR USE OF PROJECT SITE**

- A. The CONTRACTOR's use of the Project site shall include construction operations and storage of materials, fabrication facilities, and field offices only in those areas identified on the Drawings.

### **1.5 OWNER USE OF THE PROJECT SITE**

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operation at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

### **1.6 PROJECT MEETINGS**

- A. Pre-Construction Conference
  - 1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
    - a. ENGINEER and Inspector.
    - b. Representatives of OWNER.
    - c. Governmental representatives as appropriate.
    - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
  - 2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
    - a. Plan of Operation.
    - b. Project Overview Bar Chart Schedule.
    - c. Procurement schedule of major equipment and materials and items requiring long lead time.

## **SPECIAL PROVISIONS**

- d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  - e. Name and telephone number of CONTRACTOR's Project Supervisor.
  - f. Erosion Control Plan with Storm Water Pollution Prevention Plan.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
- a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical WORK sequencing.
  - g. Field decisions and Change Orders.
  - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the ENGINEER and OWNER.

### **B. Progress Meetings**

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by the progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
2. The ENGINEER shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

## **1.7 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS**

### **A. The following words have the meaning defined in the Technical Portions of the WORK:**

1. Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

## **SPECIAL PROVISIONS**

2. Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as “shown”, “noted”, “scheduled”, and “specified” also may be used to assist in locating information but no limitation of location is implied or intended.
3. Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER’s use.
4. Installer - a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
5. Provide- is defined as furnish and install, ready for the intended use.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

## **END OF SECTION**

*Add the following Section:*

## **SECTION 01025 – MEASUREMENT AND PAYMENT**

### **PART 1 - GENERAL**

#### **1.1 SCOPE**

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to the WORK:
  1. Maintenance of all services through the Project area including power, water, storm and sanitary sewers, garbage pickup, mail delivery, and emergency vehicles.
  2. Traffic control, including flaggers, and installation and maintenance of traffic control devices in accordance with the Manual of Uniform Traffic Control Devices – Millennium Edition (MUTCD) and the current AKDOT&PF supplements.

## **SPECIAL PROVISIONS**

3. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete and asphalt items, if disturbed or damaged by the CONTRACTOR.
4. Final clean-up and site restoration.
5. All WORK necessary for coordination of work to be accomplished by the private utility companies and property owners within the Project limits.
6. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
7. Watering of the roadway as necessary for dust control.
8. All fittings (except CPP and CMP saddle tees) required for storm.

### **1.2 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM PAY UNIT**

- A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment will constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
  1. When 5% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
  2. When 10% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
  3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.

### **1.3 TWELVE-INCH CPP PIPE CULVERT WITH SIX-INCH CPP UNDERDRAIN (Pay Item No. 2501.1) PRICE BASED ON QUANTITY, LINEAR FOOT**

- A. Culverts Pipes, including all coupling bands, bends and other items necessary for the proper joining of the culvert pipe sections, will be measured by the staked length in linear feet.
- B. Removal and disposal of existing pipe culvert will be considered incidental to the WORK under the contract.
- E. Construction of this bid item will be as specified in the Plans and Specifications, and the Typical Section on Sheet 2 of 2. Trench excavation, bedding, 2-inch minus shot rock, and filter cloth will not be measured for payment, but will be considered incidental to the WORK.

## SPECIAL PROVISIONS

- F. Twelve -Inch Pipe Culvert with Six- Inch CPP Underdrain, includes all coupling bands and other items necessary for the proper joining and installation of the pipe sections..
  - G. Twelve-Inch Pipe Culvert with Six-Inch CPP Underdrain will be measured from center of structures or ends of pipe, as shown on the Drawings, or as directed by the ENGINEER.
  - H. Pipe perforations and end caps will not be measured for payment, but will be considered incidental to the work under this pay item.
  - I. Payment for Twelve-Inch Pipe Culvert with Six-Inch CPP Underdrain will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2501.1 which payment constitutes full compensation for all WORK described in Section 02501 – Storm Sewer Pipe, as shown on the Drawings, and as directed by the ENGINEER.
- 1.4 CATCH BASIN, TYPE [ ] (Pay Item Nos. 2502.1 and 2502.2) PRICE BASED ON QUANTITY, EACH
- A. Catch Basins will be measured per each, complete in place, including all earthwork, frames and grates or covers.
  - B. Removal and disposal of existing catch basins shall be incidental to the work under this pay item.
  - C. Payment for Catch Basin, Type III will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2502.1, which payment will constitute full compensation for all WORK described in Section 02502 - Storm Sewer Manholes, Inlets and Catch Basins, as shown on the Drawings and as directed by the ENGINEER.
  - D. Payment for Catch Basin, Type IV, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2502.2, which payment will constitute full compensation for all WORK described in Section 02502 - Storm Sewer Manholes, Inlets and Catch Basins, as shown on the Drawings and as directed by the ENGINEER.
- 1.5 RAP PLACEMENT AND GRADING (Pay Item No. 2801.1) PRICE BASED ON LUMP SUM
- A. Measurement for payment for Rap Placement will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. Rap will be made available by CBJ from CBJ rap stockpile at the Lemon Creek Gravel Pit at no cost to the Contractor for this project. Contractor will fill out weigh tickets for each load utilized on project.
  - C. Payment for Rap Placement will be made at the amount shown in the Bid Schedule under Pay Item No. 2801.1, which payment will constitute full compensation for all WORK described in Section 02801 – Rap Placement, as shown on the Drawings and as directed by the ENGINEER.

## SPECIAL PROVISIONS

### 1.6 CONCRETE AREA DRAIN (Pay Item No. 3302.1) PRICE BASED ON QUANTITY, EACH

- A. Concrete Area Drain will be measured per each, including all earthwork, complete in place.
- B. Payment for Concrete Area Drain will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3302.1, which payment will constitute full compensation for all WORK described in Section 03302 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.

### 1.7 CONCRETE HEADWALL w/TRASHRACK (Pay Item No. 3302.2) PRICE BASED ON QUANTITY, EACH

- A. Concrete Headwall w/Trashrack will be measured for payment as each unit, including all earth work, complete in place.
- B. Payment for Concrete Headwall w/Trashrack will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3302.2, which payment will constitute full compensation for all WORK described in Section 03302 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.

## END OF SECTION

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 - GENERAL, Article 1.3, FINAL SUBMITTALS, Paragraph A.** *Delete* Items 6, 7 and 8 and *replace with the following sub-paragraph:*

Compliance Certificate and Release, signed by the CONTRACTOR, shall be submitted to the Engineering Contract Administrator.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, Article 1.3, FINAL SUBMITTALS.** *Add the following paragraph:*

- C. Before final payment, the CONTRACTOR shall provide the Engineering Contract Administrator with clearance from the Alaska Department of Labor and Workforce Development for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A form for this purpose is at the end of Special Provisions.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL.** *Replace the COMPLIANCE CERTIFICATE AND RELEASE FORM with the following form:*

## SPECIAL PROVISIONS

### COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: Wee Burn Drive Drainage Repairs  
CONTRACT NO: E16-068

The CONTRACTOR must complete and submit this to the Engineering Contract Administrator with respect to the entire contract.

Completed forms may be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the CONTRACTOR.

*I certify that the following and any referenced attachments are true:*

- All WORK has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
- All Suppliers and Subcontractors have been paid in full with no claims for labor, materials or other services outstanding. If all Subcontractors and suppliers are not paid in full, please explain on a separate sheet.
- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).
- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.
- The attached list of Subcontractors is complete (required from CONTRACTOR). The Contract Administrator was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the Contracts Administrator for underutilization.

*I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld if these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.*

\_\_\_\_\_  
Firm Name Capacity: CONTRACTOR

\_\_\_\_\_  
Signed Printed Name and Title Date

Return completed form to: Greg Smith, Engineering Contract Administrator, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801. Call (907) 586-0873 if we can be of further assistance or if you have any questions.

**END OF SECTION**

## SPECIAL PROVISIONS

### SECTION 02501 – STORM SEWER PIPE, PART 2 - PRODUCTS, *add the following Articles:*

#### 2.9 UNDERGROUND MARKING TAPE

- A. Underground Marking Tape shall be yellow, at least 4-inches wide, 4-mil thick, polyethylene tape with a metallic backing capable of being traced with locators. The tape shall have black letters with the following wording: "Caution: Storm Drain Buried Below," or similar. The marking tape shall be installed 12-inches above the top of all storm drain pipes and services.

#### 2.10 12-INCH CPP PIPE CULVERT WITH 6-INCH CPP UNDERDRAIN

- A. 12-inch pipe shall be smooth interior pipe and shall meet the requirements of Article 2.6, Corrugated Polyethylene Pipe, of this Section.
- B. 6-inch pipe shall be perforated, smooth interior pipe and shall meet the requirements of Article 2.6, Corrugated Polyethylene Pipe, of this Section.
- C. Bedding shall be 2-inch minus shot rock and shall meet the requirements of Section 02202 – Execution and Embankment, Article 2.8, 2-Inch Minus Shot Rock and shall be a minimum of six-inches thick.
- D. Drainage rock shall be 2-inch minus shot rock and shall meet the requirements of Section 02202 – Execution and Embankment, Article 2.8, 2-Inch Minus Shot Rock. Drainage rock shall be placed to the level of the filter fabric.
- E. Filter cloth shall be Type A non-woven and shall meet the requirements of Section 02714 – Filter Cloth.
- F. 12-INCH CPP PIPE CULVERT WITH 6-INCH CPP UNDERDRAIN shall be constructed as shown in the Typical Section on Sheet 2 of 2 of the plans.

#### END OF SECTION

### SECTION 02502 – STORM SEWER MANHOLES, INLETS AND CATCH BASINS, PART 3 - EXECUTION, Article 3.1, CONSTRUCTION, *delete paragraph C and replace with the following paragraph C.:*

- C. Metal frames shall be set over the cast-in-place concrete support structure with a maximum 1/4-inch thick mortar bed.

#### END OF SECTION

### SECTION 03302 – CONCRETE STRUCTURES, PART 3 – EXECUTION, *add the following Articles:*

#### 3.4 CONCRETE AREA DRAIN

- A. The concrete area drain shall conform to CBJ Standard Detail 310 – Area Drain Detail, except the shape shall conform to that shown on the Drawings, and the grade lines on each side of the slab, and the depth from the edge of the slab to the grate, shall be as established and approved by the ENGINEER prior to placing concrete. The

## **SPECIAL PROVISIONS**

CONTRACTOR shall set the form boxes loosely in place, and then request the ENGINEER to work with the CONTRACTOR to establish the final positioning of the forms and the finish gradelines within the forms prior to placing concrete.

### **3.5 CONCRETE HEADWALL w/TRASHRACK**

- A. The headwall and trashrack shall conform to CBJ Standard Detail 104A – Culvert Headwall with Hinged Trashrack, with adjustments to match the site conditions and grades, as approved by the ENGINEER.

**SPECIAL PROVISIONS**

**Employment Security Tax Clearance**

Date: \_\_\_\_\_

To: Alaska Department of Labor  
Juneau Field Tax Office  
PH 907-465-2787  
FAX 907-465-2374

From: \_\_\_\_\_

**Subject: Wee Burn Drive Drainage Repairs  
Contract No. E16-068**

Timeframe of Contract \_\_\_\_\_

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:  
(List only one CONTRACTOR or Subcontractor per page.)

_____	_____
Name	Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Contract Administrator  
Engineering Department  
155 S. Seward Street  
Juneau, Alaska 99801  
FAX 907-586-4530

- ( ) Tax Clearance is granted.  
( ) Tax Clearance is NOT granted.

Remarks: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**END OF SPECIAL PROVISIONS**