



Engineering Department

## REQUEST FOR PROPOSALS

**(C3)RFP E17-243**

### TERM CONTRACT FOR CBJ SPORTSFIELDS SURFACE MAINTENANCE

Issued By:   
for Greg Smith, Contract Administrator

Date: 3/22/17

**Term Contract for  
CBJ Sportsfields Surface Maintenance  
(C3)RFP E17-243**

**SCOPE OF WORK:** The purpose of this document is to solicit proposals from qualified Contractors to provide Sportsfields Surface Maintenance services.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the 3<sup>rd</sup> floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on April 5, 2017**. Persons interested in submitting proposals are encouraged to attend.

**QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS (RFP):** Greg Smith, phone (907) 586-0873, fax (907) 586-4530 is the sole point of contact for all issues pertaining to this procurement.

**DEADLINE FOR PROPOSALS:** 5 copies of sealed proposals, along with one copy of the **Equipment and Labor Rate Schedule** sealed separately, will be **received until 2:00 p.m., Alaska time on April 14, 2017**, or such later time as the Contract Administrator may announce by addendum to RFP holders at any time prior to the submittal date. Proposals must be time-stamped by 2:00 p.m. Late proposals will not be accepted and will be returned, unopened.

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

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

**PHYSICAL LOCATION:**

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

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.

<b>IMPORTANT --</b>	<b>NOTICE TO PROPOSER</b>						
<b>To submit your proposal:</b> 1. Print your company name and address on the upper left corner of your envelope. 2. <b>Complete this label and place it on the lower left corner of your envelope.</b>							
<table border="1"><tr><td data-bbox="430 493 495 936" rowspan="4"><b>S E A L E D</b></td><td data-bbox="495 493 1039 556"><b>PROPOSAL NUMBER:</b></td><td data-bbox="1039 493 1144 936" rowspan="4"><b>P R O P O S A L</b></td></tr><tr><td data-bbox="495 556 1039 619"><b>RFP E17-243</b></td></tr><tr><td data-bbox="495 619 1039 798"><b>SUBJECT:</b> <b>Term Contract for CBJ Sportsfields Surface Maintenance</b></td></tr><tr><td data-bbox="495 798 1039 936"><b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME:</b> <hr/></td></tr></table>		<b>S E A L E D</b>	<b>PROPOSAL NUMBER:</b>	<b>P R O P O S A L</b>	<b>RFP E17-243</b>	<b>SUBJECT:</b> <b>Term Contract for CBJ Sportsfields Surface Maintenance</b>	<b>DATE OF OPENING AT 2:00 P.M. ALASKA TIME:</b> <hr/>
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Disadvantaged Business Enterprises are encouraged to respond.

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## **1.0 GENERAL INFORMATION**

This Class 3 Request for Proposals (C3RFP) 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 Sportsfields Surface Maintenance 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 agreement performed under this term contract 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.

### **1.2 Scope of Work**

The work for this contract will include providing labor and equipment for the surveying, excavating, grading, and compaction of CBJ Sportsfields to facilitate and improve annual maintenance activities. The work may include grading and rolling of fields, moving and/or spreading of surfacing materials, removal of excess materials from along field perimeters and fence lines, drainage improvements and other associated tasks involved with the maintenance and operations of CBJ Sportsfields.

### **1.3 Qualifications**

In order to be considered for a term contract, proposing Contractors must be an Alaska-licensed General Contractor, in good standing with the CBJ at time of bid or within 7 days of notice of intent, and must maintain the required insurance listed in Appendix C of Attachment 1 - Sample Term Contract.

Desirable qualifications include Contractors with experience constructing and grading on CBJ dirt surfaced Sportsfields. Contractor should also demonstrate the ability to work independently with basic plans and minimal supervision – provide project descriptions and references demonstrating such work.

### **1.4 Contract Period**

The initial term of this contract will end on December 31, 2017, and it will automatically renew annually through December 31, 2021, unless either party chooses to terminate the contract.

Rates may be adjusted once annually, upon the written request of the Contractor to the Contract Administrator. See Appendix B – Compensation of Attachment 1 – Standard Term 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 3<sup>rd</sup> Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska.

### 1.6 **Questions**

Questions regarding this proposal will be handled by:

Greg Smith, Contract Administrator  
City and Borough of Juneau  
ENGINEERING DEPARTMENT  
Marine View Center - 3<sup>rd</sup> Floor  
230 South Franklin Street  
Juneau, Alaska 99801

**E-mail:** greg.smith@juneau.org  
**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 and insurance requirements are shown in Attachment 1 – Standard Term Contract.

### 1.8 **Alaska Statute 36 (Little Davis-Bacon) Requirements**

The following will apply if work exceeds \$2,000 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 \$2,000.00 (contained in pamphlet number 600 and 400, copies available from the Alaska Department of Labor (ADOL), P.O. Box 020630, Juneau, Alaska 99802, or call 465-4842 or 465-4839).

**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 addresses below by each Contractor and subcontractor on the project.
- 3) Failure to comply may result in 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**                      and  
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

**Greg Smith**  
**Contract Administrator**  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0873  
greg.smith@juneau.org

If you need additional information, contact the Alaska Department of Labor at 465-5011.

## **1.9      Terms and Conditions**

See Attachment 1 – Standard Term Contract.

### **1.10   Performance**

The Contractor will not begin work on any job until a Notice to Proceed has been issued.

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. Should the Contractor elect to work outside of regular business hours, no premium wages/overtime will be paid unless specifically Authorized by CBJ, in writing, prior to the work occurring.

Response Time. All projects shall require a signed proposal provided by the Contractor which includes a complete description of the work to be performed, written cost estimate and schedule of completion that includes all labor, materials and equipment costs. An appointment to visit the job must be scheduled within 5 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. 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 business days following the site visit, unless an extension is granted by the CBJ Project Manager. If the price for the work cannot be agreed upon or if contractor's proposed schedule to accomplish the work does not meet the CBJ Project Manager's needs the City will be free to contact the next contractor on the term contract rotation list.

## 2.0 RULES GOVERNING COMPETITION

### 2.1 Pre-Proposal

#### 2.1.1 Examination of the Request for Proposals

Proposers should carefully examine the entire Request for Proposals (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

#### 2.2.1 Confidentiality

The content of proposals will be kept confidential until the selection of the Contractors 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 Proposers. The CBJ will not return proposals to the Proposers. The CBJ reserves the right to reject any or all proposals.

#### 2.2.2 Proposal Submission Process

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 Contractors for the requested services. All costs associated with the respondents' preparations and submission shall be the responsibility of the Proposer.

Proposals must be received in the number of copies stated in the RFP no later than the date and time specified on page 2 of this Request for Proposals. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified will not be considered.

## 3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, **not more than five (5) pages** in length (not including the Cover Page or Equipment and Labor Rate Schedule). 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.

### 3.1 Cover page:

Provide the Request for Proposals Title and Contract Number, the name of your firm, address, telephone numbers, and date of submission.



### **3.2 Experience Profile and Past Record of Performance:**

- 3.2.1. Provide background information on the firm including specialized experience, capabilities, and unique qualifications.
- 3.2.2. Describe the ability of the Contractor to meet potential project requirements for the variety of work listed in section 1.2 Scope of Work.
- 3.3.3. Provide a list of at least three similar projects for CBJ or other Southeast Alaska agencies. Include project description, dates the work performed and contact information for references on the project.
- 3.3.4. Give names of the person(s) who will be authorized to represent your firm, their title(s), address(es), telephone number(s) and email address.
- 3.3.5. State whether the firm is a Juneau proposer per Section 7.0.
- 3.3.6. State if the firm is a proposer with disabilities. If so, please attach certification.
- 3.3.7. Acknowledge receipt of all addenda.**
- 3.3.8. The transmittal letter must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the transmittal letter must be printed below or adjacent to the signature.

### **3.3 Hourly Equipment and Labor Rate Schedule**

Hourly Equipment rates shall include **all** costs associated with equipment operation including but not limited to: operator, fuel, profit, overhead, all necessary service and maintenance to keep equipment operational, and insurance per the Appendix C of the Attachment 1 – Sample Contract.

Labor Rates and Construction Surveyor with Survey equipment Labor Rates shall include all costs associated with the hourly labor rates, including but not limited to insurance, dues, benefits, profit, overhead etc. and any other markups.

Equipment and Labor Rates must be listed on the Equipment and Labor Rate Schedule located on Page 13 of this RFP.

Hourly rates shall remain the same for the life of the initial term contract, expiring December 31, 2017. The Contractor may request a rate increase, once annually. Hourly rate increases may be negotiated and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

### **3.4 Licenses**

The proposal must include a statement indicating that all necessary business and corporate licenses are currently held and must provide the license numbers. If all necessary licenses are not currently held, the proposal must indicate that the necessary applications have been made and that the firm is qualified for the licenses.

## 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 proposals best meet the needs of the CBJ. The items to be considered during the evaluation and the associated point values are numbered one (1) through four (4).

### 4.2 Evaluation Data

The Evaluation Data discussed below is 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 will be made of the Proposer's experience on CBJ Sportsfield grading and resurfacing projects or similar projects. Detailed descriptions of the actual work completed and project references including specific contact persons and their phone numbers and locations should be provided.

#### 4.2.2 Capacity of the Firm

Evaluation will be made on the Proposer's ability to perform the desired services. The proposal should discuss the ability to provide the variety of services including not limited to the items listed in Section 1.2 Scope of Work.

#### 4.2.3 Hourly Equipment Rates

Hourly rates shall be awarded points according to the following formula:

$$\text{Points Awarded} = \frac{(\text{Lowest Hourly Rates Total}) \times (\text{Maximum Points for Hourly Rates})}{(\text{Proposed Hourly Rates Total})}$$

4.2.4 Established Juneau proposer according to SECTION 7.0.

4.2.5 Bidder with disabilities according to SECTION 8.0

### 4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by CBJ.

## 5.0 SELECTION AND AWARD PROCESS

The proposals are individually scored by the Selection Committees. The reviewers' scores are then ranked according to the individual scores, with the highest score given a ranking value of one. 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**

Insurance requirements are described in Appendix C of Attachment 1 – Sample Term Contract.

## **7.0 JUNEAU PROPOSER**

Juneau proposer points shall be awarded if 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:  
<http://www.juneau.org/law/code/purchasing.pdf>

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

## **8.0 PROPOSER WITH DISABILITIES**

Proposer with disabilities points shall be awarded if Proposer is determined to be a “proposer with disabilities” 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:  
<http://www.juneau.org/law/code/purchasing.pdf>

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

## **9.0 PROTESTS**

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 586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following Internet address: <http://www.juneau.org/law/code/purchasing.pdf>.

## 10.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Contractor 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 contractor's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.***

**EQUIPMENT AND LABOR RATE SCHEDULE  
(C3) RFP E17-243**

**CBJ Sportsfields Surface Maintenance Term Contract**

**COMPANY NAME:** \_\_\_\_\_

<b>Desirable Equipment List</b>	<b>Contractor's Available Equipment Specific Make/Model</b>	<b>Own or Rent?</b>	<b>Hourly Rates – to include all costs specified in 3.3 (i.e. operator, fuel, maintenance etc.)</b>
<u>Grader</u> : minimum CAT 14G or equivalent			
<u>Compactor</u> : vibratory drum roller producing min. 50,000 lb vibratory centrifugal force on 84" drum			
<u>Dump Truck</u> : 10 CY			
<u>Front End Loader</u> : 1.5 CY or larger			
<u>Excavator</u> : Hitachi EX 35/50 or equivalent			
Construction Surveyor and survey equipment			
General Labor			

**Reminder that all labor rates, including those incorporated into Equipment Rates, must meet prevailing wage requirements per Section 1.8 of this RFP.**

**EVALUATION/RANKING**

**CONTRACTOR:** \_\_\_\_\_

**SCORED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

....

**POINTS AWARDED**

	<b><u>Points Possible</u></b>	<b><u>Score</u></b>
4.2.1. Past record of performance on CBJ Ballfield grading and resurfacing projects	0 – 40	_____
4.2.2. Capacity of firm to perform the services	0 – 25	_____
4.2.3. Hourly Equipment and Labor Rates	0 – 30	_____

**The Contract Administrator will assign points for criteria 4.2.4 below.**

	<b>Subtotal</b>	_____
4.2.4. Firm meets Juneau Proposer requirements.	0 or 5	_____
<b>TOTAL POINTS</b>	<b>100</b>	_____
<b>INDIVIDUAL RANKING</b>		_____



## ATTACHMENT 1

### SERVICES CONTRACT TERM CONTRACT FOR SPORTSFIELDS SURFACE MAINTENANCE Contract No. RFP E17-243

**This Agreement** is entered into by and between the City and Borough of Juneau, Alaska ("City"), and \_\_\_\_\_ company name \_\_\_\_\_ whose address is \_\_\_\_\_ phone and fax \_\_\_\_\_ ("Contractor").

**Witnesseth:**

**Whereas,** the City desires to engage the Contractor for the purpose of rendering certain construction 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 Contract Administrator.

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

**4. TIME OF PERFORMANCE.** The services performed under this term contract shall commence after execution of any Project Agreement and issuance of Notice to Proceed. Amendments to this Contract or any Project Agreement may be made upon mutual, written agreement prior to the stated expiration date. **This Contract expires December 31, 2017, but will automatically renew on a yearly basis for four additional years if agreed to by both parties.**

**5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be Greg Smith, Contract Administrator. 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 representative shall be \_\_\_\_\_.

**6. COMPENSATION.** The City agrees to pay the Contractor according to the schedule attached as Appendix B. The Contractor's rate 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.

**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.

**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.

**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 employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, 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 judgment 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.** Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the CBJ's Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown in Appendix C, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

**19. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's negligent 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 attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the Contractor and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement 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.

**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. TERMS AND CONDITIONS.**

Defective Work: The Contractor, at its own expense, must remedy and correct any defect in its work 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 withhold 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 Contract.

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.

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 Contract Administrator. 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.

Impossibility to Perform: The Contractor will not be liable for default or breach of contract resulting from impossibility to perform when caused by "Acts of God" or as otherwise provided by the law.

Performance of Contract: If the Contractor is not performing according to the conditions stated in the bid document (contract), City staff will list the nonconformance issues and notify the Purchasing Division in writing and copy the Contractor. If, for some reason, these complaints are not resolved and/or the same type of complaint is being demonstrated over and over and the "good faith effort" in correcting differences appears to be ignored, the Purchasing Division will consider the contract "in breach" and terminate immediately. In the event the City finds it mandatory to obtain services of another Contractor, the original Contractor may be held ultimately responsible. For any additional costs which may be incurred by the City.

Project Agreement Closeout: Prior to final payment, the Contractor shall provide the following documents to the Contract Administrator:



**APPENDIX A: SCOPE OF SERVICES**  
**Term Contract for Sportsfields Surface Maintenance**  
**Contract No. RFP E17-243**

See Scope of Work in RFP E17-243

**Subcontractors**

Subcontracting will be accepted only upon approval from the CBJ Contract's Office. If a Subcontractor is accepted, the following requirements shall apply.

- Department of Labor (DOL) requirements as indicated in Section 1.8 of RFP.
- Required insurance as indicated in Section 6.0 of RFP.
- A Subcontract Report shall be submitted from the Contractor

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**APPENDIX B: COMPENSATION**  
**Term Contract for Sportsfields Surface Maintenance**  
**Contract No. RFP E17-243**

***Amount of Payment***

**HOURLY RATES/MARK-UP PERCENTAGES**

*Basic Hourly Rate, Labor Prices and Administrative Overhead:* Hourly Equipment and labor rates shall include **all** costs associated with equipment operation including but not limited to: operator, fuel, all necessary service and maintenance to keep equipment operational, and insurance per the Appendix C of the Attachment 1 – Sample Contract.

Labor Rates and Construction Surveyor with Survey equipment Labor Rates shall include all costs associated with the hourly labor rates, including but not limited to insurance, dues, benefits, profit, overhead etc. and any other markups.

Hourly Equipment Rates must be listed on the Equipment Rate Schedule located at the end of this Appendix.

*Price Adjustment:* Hourly rates shall remain the same for the life of the initial term contract, expiring December 31, 2017. The Contractor may request a rate increase, once annually. Hourly rate increases may be negotiated and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

*Material/Parts Prices:*

If materials are required to be ordered as part of the WORK, the price of materials/parts 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 Contractor must make pricing information available to the City upon request. 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.

*Billing Invoices:* A separate invoice must be submitted for each job and must include detailed hourly equipment 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. ***Invoices must be submitted within 30 calendar days of completion of the work. Failure to provide invoices in a timely manner may result in cancellation of contract.***

**APPENDIX C: INSURANCE REQUIREMENTS**  
**Term Contract for General Construction**  
**Contract No. RFP E15-154**

The CONTRACTOR shall provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **“Additional Insured for any and all work performed for the City & Borough of Juneau” for the Commercial General Liability policy and any other policies, if required in this Section.**

Contractor agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

**Commercial General Liability Insurance.** The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Workers Compensation Insurance.** The Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

**Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers** The Contractor shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the Contractor's Commercial Automobile Liability Insurance.

**This contract expires on December 31, 2017, unless an amendment changing this date is fully executed prior to December 31, 2017.**

STANDARD TERM CONTRACT