



Engineering Department

REQUEST FOR BID

RFB E17-250

**JUNEAU DOUGLAS TREATMENT PLANT
INCINERATOR REMOVAL AND DISPOSAL**

Issued By:


Greg Smith, Contract Administrator

Date:

4-20-17

REQUEST FOR BID

JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL

RFB E17-250

The City and Borough of Juneau (CBJ) intends to engage a qualified, experienced contractor to disassemble, remove, and legally dispose of the bio-solids incinerator and all related components at the Juneau-Douglas Wastewater Treatment Plant in Juneau, Alaska.

RFB DOCUMENTS may be obtained online at:
<http://www.juneau.org/engineering ftp/contracts/Contracts.php> or from the Contracts Office, CBJ Engineering Department, 3rd Floor, Marine View Center, telephone (907) 586-0490.

QUESTIONS should be directed to Greg Smith, Contract Administrator, at (907) 586-0873 or greg.smith@juneau.org.

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the CBJ, at 10:00 a.m. on April 25, 2017, at the Juneau-Douglas Treatment Plant, at 1540 Thane Road, Juneau, AK. The object of the conference is to acquaint Bidders with the bid documents and site conditions.

PROJECT COMPLETION

All work must be completed by August 31, 2017. Work hours will be Monday through Thursday, 6:00am to 4:00pm. Access must be arranged 72-hours in advance by calling (907)-723-7806.

SOLICITATION DEADLINE

Sealed Bids

Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on May 9, 2017**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

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

Qualifications and Bid documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:

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

Qualifications and Bid documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:

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

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

QUESTIONS REGARDING THIS RFB: Greg Smith, Contract Administrator, phone (907) 586-0873, fax (907) 586-4530, greg.smith@juneau.org, is the sole point of contact for all issues pertaining to this procurement.

Disadvantaged Business Enterprises are encouraged to respond.

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***** SECTION I *****

GENERAL PROJECT DESCRIPTION AND DELIVERY PROCESS

Juneau Douglas Wastewater Treatment Plant Incinerator Removal and Disposal

This is a request for disassembling, removing, and legally disposing of the bio-solids incinerator and all related components at the Juneau-Douglas Wastewater Treatment Plant located at 1540 Thane Road. The incinerator is a NIRO fluid bed type, and is coated with a lead-based paint that was measured at 9.1 mg/cm². Any disturbance of this coating must be done by workers holding current OSHA lead awareness certification, following the regulations for Lead in construction (29 CFR 1926.62). Bidder must provide documentation of lead certification prior to award.

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.

Delivery Process, General

Bid Preparation

Qualified contractors prepare a bid according to the Bid Submittal attached as Appendix B and submit as a sealed bid to the City & Borough of Juneau Purchasing Division. Contract shall be awarded to the lowest responsive, responsible Bidder.

***** SECTION II *****

INSTRUCTIONS TO BIDDERS

1.0 INTERPRETATIONS AND ADDENDA.

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Bid Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Bid Documents as deemed advisable by CBJ. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. CBJ will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by CBJ that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

3.0 FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If CBJ believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If CBJ believes that collusion exists among the Bidders, all Bids will be rejected.

4.0 RESPONSIBILITY OF BIDDERS. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The CBJ may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- G. Uncompleted work that, in the judgment of the CBJ, might hinder or prevent the bidder's prompt completion of additional work, if awarded;

- H. Failure to reimburse the CBJ for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the CBJ; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the CBJ per Paragraph 21.0 of this Section.
- O. Failure to submit a complete Subcontractor Report as required.

Nothing contained in this section deprives the CBJ of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. CBJ will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 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:

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the CBJ, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. 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 CBJ's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the CBJ.

- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. 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 CBJ.
- I. If a Bid modification does not conform to Article 15.0 of this section.

6.0 BIDDER'S EXAMINATION OF BID DOCUMENTS. It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Bid Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
 - 1. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
 - 2. To study and carefully correlate the Bidder's observations with the Bid Documents, and other related data; and
 - 3. To notify the Engineering Contract Administrator of all conflicts, errors, or discrepancies in or between the Bid Documents and such other related data.

7.0 BID FORM.

- A. The Bid shall be made on Appendix B – Bid Submittal, bound herein, or on legible and complete copies thereof, and shall contain the following: Bid and Signature Page, Bid Schedule, and Bid Bond.
- B. All blanks on the Bid and Signature page and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer).
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Schedule. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

8.0 DISCREPANCIES IN BIDS. In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

9.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by CBJ. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the lump sum amount of each pay item modified.

FAX DISCLAIMER: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

10.0 WITHDRAWAL OF BID. Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

11.0 AWARD OF CONTRACT. Award of a contract, if it is awarded, will be made to the lowest responsive, responsible Bidder who's Bid complies with all the requirements prescribed.

12.0 EXECUTION OF CONTRACT. Failure or refusal to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award. If the lowest responsive, responsible Bidder refuses or fails to execute the contract, CBJ may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the contract, CBJ may award the contract to the third lowest responsive, responsible Bidder.

13.0 FILING A PROTEST.

A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

B. Late protests shall not be considered by the CBJ Purchasing Officer.

14.0 PERFORMANCE, PAYMENT, AND OTHER BONDS. The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

15.0 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.

16.0 PERMITS AND LICENSES. The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

CITY AND BOROUGH OF JUNEAU
PURCHASING DIVISION
FAX NO. 907-586-4561

BID MODIFICATION FORM

Modification Number: _____

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by CBJ.

BID ITEM NO.	BID ITEM DESCRIPTION	MODIFICATIONS TO LUMP SUM (indicate +/-)

Total Increase or Decrease: \$ _____

Name of Bidding Firm

Responsible Party Signature

Printed Name (must be an authorized signatory for Bidding Firm)

APPENDIX A – SCOPE OF WORK

Juneau Douglas Treatment Plant Incinerator Removal and Disposal RFB E17-250

Scope of Work:

This is a request for disassembling, removing, and legally disposing of the bio-solids incinerator and all related components at the Juneau-Douglas Wastewater Treatment Plant located at 1540 Thane Road. The incinerator is a NIRO fluid bed type, and is coated with a lead-based paint that was measured at 9.1 mg/cm². Any disturbance of this coating must be done by workers holding current OSHA lead awareness certification, following the regulations for Lead in construction (29 CFR 1926.62). Bidder must provide documentation of lead certification prior to award.

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.

All work must be completed by August 31, 2017. Work hours will be Monday through Thursday, 6:00am to 4:00pm. Access must be arranged 72-hours in advance by calling (907)-723-7806.

The Completion date for the work will be June 15, 2017. Liquidated damages of \$200 per day will be assessed for each day after the completion date.

- The contractor shall provide all equipment and materials required to complete the work unless specifically identified in this contract.
- Determine proper packaging and shipping requirements for proper disposal.
- Arrange for shipping and disposal ensuring compliance.
- Provide any necessary packaging, labeling and manifesting for shipment and disposal. Disposal, shipping and packaging shall conform with applicable DOT, EPA, RCRA and any other Federal, State or local regulations.

The Contractor shall provide shipping manifests and disposal confirmation from disposal location (that matches amount of materials removed). The Contractor shall complete their own material take off to ensure the correct materials are provided for the project.

**APPENDIX B – BID SUBMITTAL
JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
RFB E17-250**

BID AND SIGNATURE

Dated: _____ Bidder: _____
(Company Name)

By: _____
(Signature)

Printed Name: _____

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. All work must be completed by June 15, 2017. Work hours will be Monday through Thursday, 6:00am to 4:00pm. Access must be arranged 72-hours in advance by calling (907)-723-7806.

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

- **Signed Bid and Signature Page**
- **Completed Bid Schedule**
- **Completed Bid Bond**

The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the **fifth business day** following the date of the Posting Notice.

- Subcontractor Report

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

The successful Bidder will be required to submit, **within ten days (calendar)** after the date of the "Notice of Intent to Award" letter, the following executed documents:

- Contract
- Performance Bond
- Payment Bond
- Certificates of Insurance, (CONTRACTOR)

**APPENDIX B – BID SUBMITTAL
JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
RFB E17-250**

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as
Principal, and _____ as Surety, are held and
firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called "OWNER," in the sum
of _____ dollars,

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

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

JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL

CBJ Contract No. RFB E 17-250

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

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

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

APPENDIX C – PROJECT & SITE SAFETY

PART 1 – GENERAL

1.1 SAFETY PROGRAM

A. General:

1. The safety of bidders, the CONTRACTOR, their work forces in total, the Agency's personnel, and the public, is a major concern of the Project Manager. To ensure Project safety the CONTRACTOR shall carefully adhere to the following requirements.
2. CONTRACTOR shall employ a safety program to insure that CONTRACTOR's personnel and all personnel of the Subcontractors, Suppliers, Installers and material workers are trained in safety requirements. In addition to the safety requirements enforced by code or jurisdictional entities, the CONTRACTOR's safety program shall also address, fire safety and deployment plans for the Project site, response to accidental release of hazardous materials, breach of infection containment barriers, and general emergency response.
3. CONTRACTOR's safety program will be provided to the Project Manager, in writing, prior to commencement of WORK. Plans shall be periodically revised in response to issues that may arise during the course of construction. Such revisions shall be provided promptly to the Project Manager.

B. The CONTRACTOR shall:

1. Abide by all applicable safety practices and requirements, irrespective of their origins.
2. Attend safety related meetings as required by the Project Manager.
3. CONTRACTOR shall employ a safety program to insure that CONTRACTOR's personnel and all personnel of the Subcontractors, Suppliers, Installers and material workers are trained and kept abreast of safety requirements. Maintain program throughout construction period until Final Completion.

1.2 SAFETY STANDARDS

- A. Applicable safety related standards promulgated by safety or code enforcement agencies, such as but not limited to: AK-DEC, OSHA, Building Officials and Fire Marshal's Office representatives.
- B. Safety requirements required by the Contract Documents.

1.3 SAFETY PROCEDURES

- A. As determined by the Project Manager, and where conditions necessitate the construction of temporary exit routes, the CONTRACTOR shall construct such routes to the standards of the Contract Documents, or the enforcement agency. Such routes shall be approved by the Project Manager prior to putting them into use.

APPENDIX C – PROJECT & SITE SAFETY

1.4 RESTRICTIONS WITHIN ACTIVE CONSTRUCTION AREAS

- A. The CONTRACTOR shall restrict entry of persons and vehicles into the active construction areas as appropriate. Allow entry only to authorized persons with proper identification.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)



**APPENDIX D - STANDARD CONTRACT
SERVICES CONTRACT
JUNEAU DOUGLAS TREATMENT PLANT
INCINERATOR REMOVAL AND DISPOSAL
Contract No. RFB E17-250**

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

Witnesseth:

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

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

Now, Therefore, the parties agree as follows:

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

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

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Contractor or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the 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.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Samantha Stoughtenger, P.E. 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 estimated fee schedule is attached to Appendix B.

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

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

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

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

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. The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Contractor and its insurance carrier waive subrogation against the City.

19. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Contractors, and insurers, with respect to any action, claim or lawsuit arising out of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82, but only to the extent such action, claim, or lawsuit is caused or alleged to have been caused by Contractor's negligence. "Contractor" includes the Contractor's employees, its agents, and its subcontractors. The Contractor shall not be required to indemnify City for a claim of, or liability for, the independent negligence of City. "Independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. If there is a claim of, or liability for, the joint negligent error or omission of the City and Contractor, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. City 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 in articles, materials or services which it provides in connection with the work when said defects are brought to its attention within one year of completion of the work. The CBJ has the right to withhold 10% percent of the payment until the project is completed and accepted by the Project Manager. The Contractor must, without additional expense to the City, be responsible and make whole all injury, loss or damages to persons or property which may result from the use of any equipment, materials or workmanship which is inferior, defective or not in conformance with the terms or conditions, as specified in this bid.

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

Permits, Laws and Taxes: The Contractor must obtain all required permits (including building permits, if needed), licenses and bonds to comply with applicable municipal, state and federal laws.

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 Amendments: Any requested changes or alterations to the contract must be approved in writing by the Project Manager and City Manager. Any changes or work performed without such approval, 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 contract, City staff will list the nonconformance issues and notify the Engineering Contract Administrator 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 Engineering Contract Administrator 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.

Alaska Statute 36 (Little Davis-Bacon) Requirements

The following applies to the System installation portion of the contract.

Title 36 AS (Little Davis-Bacon) requires that prevailing rates of pay be paid for work performed on any public works project which exceeds \$25,000.00 (contained in pamphlet number 600 and

400, copies available from the Alaska Department of Labor (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.

- The contracting agency and the Contractors must notify the ADOL of all Contractors and subcontractors on the project on a continuing basis.
- Certified payrolls must be sent weekly to the address below by each Contractor and subcontractor on the project.
- Failure to comply may result in the ADOL withholding progress payments to obtain compliance and/or debarment of the Contractor or subcontractor found to be in non-compliance.

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

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.

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

- Alaska Department of Labor (DOL) documents (Notice of Completion of Public Works and Employment Security Clearance for prime and any subcontractors).

- Compliance Certificate and Release form signed by the CONTRACTOR and all subcontractors shall be submitted to the Engineering Contract Administrator (blank attached to this Section.)

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

CITY AND BOROUGH OF JUNEAU

Duncan Rorie Watt Date
City Manager

Contractor company name

Name Date
rank
email

Approved as to form:

Greg Smith Date
Contract Administrator
greg.smith@juneau.org

519760501-5390

APPENDIX A: SCOPE OF WORK
Juneau Douglas Treatment Plant Incinerator Removal and Disposal
Contract No. RFB E17-250

Scope of Work is described in Appendix A – Scope of Work of RFB E17-250.

STANDARD CONTRACT

APPENDIX B: INSURANCE REQUIREMENTS
Juneau Douglas Treatment Plant Incinerator Removal and Disposal
Contract No. RFB E17-250

The Consultant must 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 Consultant to maintain the insurance required by this contract.

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 Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. 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, for any and all work performed for the City & Borough of Juneau. 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).

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant 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 Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant'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 Consultant is exempt from Alaska Statutory Requirements, the Consultant 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.**

Commercial Automobile Liability: The coverage shall include all owned, hired, and non-owned vehicles.

Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00

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.

Note: The following insurance coverage is required for any firm handling the transportation and disposal of the unknown substance.

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. Auto coverage shall have the appropriate endorsements for pollution liability, including the MCS 90 endorsement, unless such pollution liability coverage is provided under the Contractors Pollution Liability Policy.

Pollution Liability and/or Errors and Omissions. The coverage shall include at least a one million-dollar (\$1,000,000.00) coverage per occurrence and a five million-dollar (\$5,000,000.00) policy aggregate. Policy shall include coverage for transportation of hazardous cargo, if Auto Liability coverage does not include pollution liability coverage. *This policy shall have not exclusions for lead.*

Marine Insurance. Contractor shall be responsible for arranging transportation to a suitable disposal site. If the transportation is by tug and barge, the Contractor shall cause the following insurance to be in force for all barge movements:

- Protection & Indemnity Insurance: Limits shall not be less than \$1,000,000 per claim. This insurance shall cover all crew as well as injury caused to third parties by either the vessel or the barge.
- Hull & Machinery including Collision Liability: The vessel and the barge shall have Hull & Machinery (including Collision Liability) insurance equal to the market value of the equipment.
- Vessel Pollution Liability: The limits of liability shall be at least equal to the Protection & Indemnity limits. This policy shall include coverage for the release of or threatened release of oil or other hazardous materials or materials that could be deemed hazardous under Federal or State law.
- The Contractor shall cause the City and Borough of Juneau to be named as an Additional Insured by specific endorsement on both the Protection & Indemnity and Vessel Pollution Liability. Waivers of Subrogation shall also be executed by specific endorsement waiving all subrogation against the City.

With respect to the General Liability and Pollution Liability policies, coverage will be maintained for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

**APPENDIX E
JUNEAU DOUGLAS TREATMENT PLANT
INCINERATOR REMOVAL AND
DISPOSAL**

RFB E17-250

POST-BID FORMS

- **Subcontractor Report**
- **Performance Bond**
- **Payment Bond**
- **Compliance Certificate**

SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

COMPANY

SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
 2. files for bankruptcy or becomes insolvent;
 3. fails to execute a contract with the Bidder involving performance of the Work for which the Subcontractor was listed and the Bidder acted in good faith;
 4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the CBJ;
 6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
 7. must be substituted in order for the Contractor to satisfy required state and federal affirmative action requirements;
 8. refuses to agree or abide with the Bidder's labor agreement; or
 9. is determined by the CBJ not to be responsible.
 10. is not in "Good Standing" with the CBJ as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of Work, the Bidder shall be considered to have agreed to perform that portion of Work without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that Work.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the Work required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the CBJ may:
1. cancel the contract; or
 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform Work with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The CBJ will then consider the next lowest Bidder for award of the contract.

END OF SECTION

PERFORMANCE BOND

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

a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety", are held
and firmly bound

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

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

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

**JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
CBJ Contract No. RFB E17-250**

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

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

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

**JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
CBJ Contract No. RFB E17-250**

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held
and

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

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

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

**JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
CBJ Contract No. RFB E17-250**

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

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

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

**JUNEAU DOUGLAS TREATMENT PLANT INCINERATOR REMOVAL AND DISPOSAL
CBJ Contract No. RFB E17-250**

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: JD TREATMENT PLANT INCINERATOR REMOVAL & DISPOSAL
CONTRACT NO: RFB E17-250

The **CONTRACTOR** must complete and submit this to the 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 City Engineer 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 City Engineer 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.

_____ Capacity: CONTRACTOR
 Firm Name

 Signed Printed Name and Title Date

Return completed form to: Contract Administrator, Engineering Department, 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.

APPENDIX F

**COX ENVIRONMENTAL ASBESTOS SURVEY AND
LEAD PAINT SAMPLING REPORT**

**JUNEAU DOUGLAS TREATMENT PLANT
INCINERATOR REMOVAL AND DISPOSAL**

RFB E17-250



cox environmental

Cox Environmental Services
712 W 12th Street Juneau AK 99801

February 10, 2017

Mr. Randall Brown
City and Borough of Juneau
2009 Radcliffe Road
Juneau, AK 99801

Re: JDWWTP Incinerator Asbestos Survey

Dear Mr. Brown,

Attached to this letter are the results of the Asbestos Survey & lead paint sampling conducted by our sub-consultant Sigrid Dahlberg, P.E., Principal Engineer of Dahlberg Design.

Please don't hesitate to contact me at 586-4447 or Sigrid at 723-8896 if you have any questions.

Sincerely

Jolene M Cox, Principal Environmental Scientist



February 9, 2017

Ms. Jolene Cox
Cox Environmental Services
712 W 12th Street, Suite 4
Juneau, AK 99801

Re: JD Incinerator Asbestos Survey

Dear Ms. Cox,

On January 31, 2017, I performed an asbestos survey of the retired sludge incinerator at the JD Wastewater Treatment Plant in Juneau, Alaska. Samples were collected for analysis for asbestos content by polarized light microscopy and were submitted to Med-Tox Northwest, a NVLAP-certified laboratory located in Auburn, WA. Sample results are attached in an annotated laboratory report. None of the samples contained asbestos.

In addition, two samples were collected for lead-based paint analysis following the EPA RRP paint chip collection guidelines. Samples were submitted to Satori Group Inc. in Anchorage and were analyzed using x-ray fluorescence by a certified lead assessor. The gray paint on the incinerator (identical in look to the paint on most of the incinerator equipment) was measured at 9.1 mg/cm², which is 9 times the threshold value for a material to be considered lead-based paint (1.0 mg/cm²). The green paint on accessory piping was measured at 0.04 mg/cm². Sample results are attached.

Any disturbance of these coatings must be done by workers holding current OSHA Lead Awareness certification, following the regulations for Lead in Construction (29 CFR 1926.62). OSHA has excellent resources for describing lead hazards, such as the Lead in Construction guide found at <https://www.osha.gov/Publications/OSHA3142.pdf>.

Please let me know if you have any questions.

Regards,

Sigrid Dahlberg, P.E.
Principal Engineer
AHERA Project Designer No. 153089
AHERA Building Inspector No. 153045
EPA Lead Renovator #R-I-42872-16-10239

JD WWTP Incinerator Asbestos Inspection Results
31 January 2017

SEATTLE ASBESTOS TEST

Bellevue Laboratory: 12727 Northup Way, Suite 1, Bellevue, WA 98005, Tel: 425.861.1111, Fax: 425.861.1118, NVLAP Lab Code: 200876-0

ANALYTICAL LABORATORY REPORT
PLM by Method EPA/600/R-93/116

Attn: Ms. Teresa Choate Client: Med-Tox, Northwest Address: PO Box 1446, Auburn, WA 98071-1446
 Job#: L8551(8) Batch#: 201709580 Date Received: 2/3/2017
 Samples Rec'd: 11 Date Analyzed: 2/3/2017 Samples Analyzed: 11
 Project Loc.: JDWWTP



Analyzed by: Warren Osborn Reviewed by: Steva (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	% Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
1	INCIN-01 door gasket	1	White fibrous material with mastic	None detected	Binder/filler, Mastic/binder	72	Glass fibers
2	INCIN-02 firebrick	1	Red hard brittle material	None detected	Filler, Binder	2	Cellulose
3	INCIN-03 firebrick	1	Tan sandy/brittle material	None detected	Sand, Filler, Binder	3	Cellulose
4	INCIN-04 pipe flange gasket	1	White fibrous material with mastic	None detected	Binder/filler, Mastic/binder	75	Glass fibers
5	INCIN-05 firebrick cement	1	Tan sandy/brittle material	None detected	Sand, Filler, Binder	2	Cellulose
6	INCIN-06 firebrick	1	Tan sandy/brittle material	None detected	Sand, Filler, Binder	4	Cellulose
7	INCIN-07 joint cpd	1	White powdery material with paint and paper	None detected	Binder/filler, Paint	36	Cellulose
		2	White chalky material with paper	None detected	Binder/filler, Gypsum/binder	27	Cellulose, Glass fibers
8	INCIN-08 firebrick cement	1	Gray hard sandy/brittle material	None detected	Sand, Filler, Binder	3	Wollastonite, Cellulose
		2	White sandy/brittle material	None detected	Sand, Filler, Binder	2	Cellulose
9	INCIN-09 joint cpd	1	White powdery material with paint	None detected	Binder/filler, Paint	2	Cellulose
		2	White chalky material with paper	None detected	Binder/filler, Gypsum/binder	23	Cellulose, Glass fibers
10	INCIN-10 rope gasket	1	White fibrous material	None detected	Filler	90	Glass fibers
11	INCIN-11 joint cpd	1	White powdery material with paint and paper	None detected	Binder/filler, Paint	32	Cellulose
		2	White chalky material with paper	None detected	Binder/filler, Gypsum/binder	25	Cellulose, Glass fibers

SEATTLE ASBESTOS TEST, LLC
 19711 Scriber Lake Rd. Suite D, Lynnwood, WA 98036
 Tel: (425) 673-9850, Fax: (425) 673-9810

BATCH # 201709580

Website: seattleasbestostest.com

CHAIN OF CUSTODY

Analysis Type: Bulk Analysis X Point Count 400 ___ Point Count 1000 ___ Point Count Gravimetric

Turn Around Time 1 Day Number of Samples 11 Client Job # L8551(8)

Client Name Med-Tox Northwest

Address Post Office Box 1446 City Auburn State WA Zip 98071-1446

Phone 253-351-0677 Fax 253-351-0688 Email choatet@medtoxnw.com

Project Location: JDWWTP Project Manager: Teri Choate

Sample Condition: Good ___ Damaged ___ Severe Damage (Spillage) ___

SEQ#	SAMPLE ID	SAMPLE DESCRIPTION	Lab ID	Comment	A/R
1	INCIN-01				
2	INCIN-02				
3	INCIN-03				
4	INCIN-04				
5	INCIN-05				
6	INCIN-06				
7	INCIN-07				
8	INCIN-08				
9	INCIN-09				
10	INCIN-10				
11	INCIN-11				
12					
13					
14					
15					

See attached data sheet

	Print	Signature	Company Name	Date	Time
Sampled by					
Relinquished by	Teri Choate	<i>Teri Choate</i>	Med-Tox Northwest	02/02/17	1630
Delivered by			FEDEX		
Received by	Kent Quickstad	<i>Kent Quickstad</i>	SAT	2/3/17	10:30
Analyzed by	Wendy Storn	<i>Wendy Storn</i>	SAT	2/3/17	16:25
Result reported by					

Seattle Asbestos Test warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted, and disclaims any other warranties, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. Seattle Asbestos Test accepts no legal responsibility for the purpose for which the client uses test results. By signing on this form, the clients agree to relieve Seattle Asbestos Test of any liability that may arise from the test results. Late payment may be charged of interest, invoices goes to collection causes 17-25% of collection fee. NSF is \$50.

Result Reporting method: Phone _____, Fax _____, Email XX, Pick Up Report _____



1701 West Valley Hwy N, Suite 1
Auburn, Washington 98001
Telephone (253) 351-0677, Fax (253) 351-0688

Company: Dahlberg Design LLC

Report to: Ms. Sigrd Dahlberg
Street: 222 Seward Street, STE 205
City: Juneau State/Zip: AK 99801
Phone: (907) 586-4447 Fax:
Cell: 907-723-8896
Email: sigrd@dahlberg.design

Project Name: JDWWTP Incinerator
Project No. / PO Number: 16024

Turn-Around Times

- 1 work day
- 2 work days
- 3 work days
- 4 work days
- 5 work days

Chain of Custody

Number of Samples: 11

Page 1 of 1

Lab Batch Number

Archive Box No.

MTNW Proj. No.

L8551(8)

Bulk Asbestos

- PLM
- SEM
- TEM

Airborne Asbestos

- PCM
- TEM - AHERA
- TEM - Modified EPA
- TEM - NIOSH 7402
- Yamate II

Metals

- Air
- Wipe
- Chip
- TCLP

(Select metals from list)

- Lead (Pb)
- Priority pollutant (13)
- TAL (23)
- Antimony (Sb)
- Arsenic (As)
- Barium (Ba)
- Beryllium (Be)
- Cadmium (Cd)
- Chromium (Cr)
- Copper (Cu)
- Mercury (Hg)
- Nickel (Ni)
- Selenium (Se)
- Silver (Ag)
- Thallium (Tl)

Fuel

- TPH-HCD (WA/OR)
- AK-GRO
- AK-DRO
- TPH-G (WA/OR)
- TPH-D (WA/OR)
- 8015 Modified
- 418.1 (WA/OR)
- 413.2

Organic Compound

- 8240 GCMS volatile
- 8270 GCMS semi-vol
- 8140 OP pesticide
- 8150 OC herbicide
- 8080 pesticide/PCB
- 8080 PCB std/low

Fungal Non-viable

- Airborne
- Bulk
- Tape Lift

Other (Please specify)

Comments

Sample ID	Lab ID	Comments	Special Instructions
1	INCIN-01	Incinerator door gasket, half level below entry elevation	
2	INCIN-02	Incin firebrick, interior layer	
3	INCIN-03	Incin firebrick, lining layer between steel and interior layer	
4	INCIN-04	Gasket on cake feed line at valve	
5	INCIN-05	Repair cement in base of incinerator	
6	INCIN-06	Incin firebrick, lining layer at basement level	
7	INCIN-07	GW/B/mud on HVAC mezz wall adjacent to CMU wall	
8	INCIN-08	Gray repair cement in smaller incineration unit in basement level	
9	INCIN-09	GW/B/mud on wall of HVAC mezz by controls	
10	INCIN-10	Rope gasket, upper level	
11	INCIN-11	GW/B/mud on wall of upper level by stairs	
12	00	0	
13	00	0	
14	00	0	
15	00	0	

@ \$	Relinquished by (Signature) <i>Sigrd Dahlberg</i>	Received by (Signature) <i>Teri Choate</i>
	Print Name SGRID DAHLBERG	Print Name Teri Choate
Date 1/31/2017	Date 02/02/2017	Time 1108
	Analyzed by (Signature)	Time
	Print Name	Date



February 8, 2017

Sigrid Dahlberg
7655 N Douglas Hwy
Juneau, AK 99801

Dear Ms. Dahlberg,

This letter is in regard to the three paint samples sent to our office for analysis to determine lead content.

The paint samples were analyzed by Alan Caldwell using a Niton XLp X-Ray Florescence (XRF) analyzer. Alan Caldwell is an EPA certified Lead Based Paint Risk Assessor in accordance with 40 CFR 745. The XRF analyzer irradiates the paint on a given surface causing the lead in the paint, if present, to emit a characteristic frequency of X-Ray radiation. The instrument identifies and counts these x-rays to determine a lead concentration. The intensity of the radiation is measured by the detector and is related to the amount of lead in the paint. The lead concentration results are report in milligrams per square centimeter (mg/cm²). Test results for the three samples submitted are listed below.

Sample #	Description	Color	Lead Content (mg/cm ²)	Lead Content Error (mg/cm ²)
INCIN-L1	Paint	Grey	9.10	1.2
INCIN-L2	Paint	Green	.04	0.02

Results from other projects obscured for privacy purposes

We recommend that the removal and disposal of all lead containing materials be completed by trained workers in accordance with all applicable local, state, and federal regulations pertaining to the removal of lead containing materials.

Please do not hesitate to contact Satori Group if you have any questions concerning your results, or for any additional technical assistance.

Respectfully,

Alan Caldwell
Operations Manager

CHAIN OF CUSTODY/TRANSMITTAL RECORD

Project Name: JD Incinerator Pre-Demo Survey

222 Seward St, Suite 205
Juneau, AK 99801

Sampler(s): Sigrid Dahlberg

907.723.8896

Comments: Equipment demo only, not structure



DATE	TIME	SAMPLE IDENTIFIER	MATRIX	QTY	ANALYSIS			LAB NO.	COMMENTS
1/31/2017	2pm	INCIN-L1, INCIN-L-2	BULK	2					
2/3/2017	3pm	B G Improvements L-1	BULK	1					
1/26/2017		JACC L1-L5	11	5					* Please save metal plate from vault floor

RELINQUISHED BY: *[Signature]* DATE/TIME: 2/3/2017 3pm RECEIVED BY: *[Signature]* DATE/TIME: 2/8/17 9am COMMENTS: *[Signature]*

RELINQUISHED BY: *[Signature]* DATE/TIME: DATE/TIME: RECEIVED BY: DATE/TIME: COMMENTS:

RELINQUISHED BY: DATE/TIME: RECEIVED BY: DATE/TIME: COMMENTS:

TEMPERATURE RECEIVED: TURNAROUND TIME REQUESTED: 2 days