



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

**Adair Kennedy Park Tree Removal
RFQ No. E18-239**

QUOTES ARE DUE PRIOR TO 2:00 p.m., April 19, 2018

RESPONDING TO THIS REQUEST FOR QUOTES. Quotes may be hand-delivered, or faxed, to the attention of City & Borough of Juneau (CBJ) Engineering Department, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-4530. Emailed quotes will be accepted if they are emailed to contracts@juneau.org received and printed prior to the deadline stated above. It is strongly recommended that Bidders call (907) 586-0490 to confirm receipt of faxed or emailed quotes.

SCOPE OF WORK. The purpose of this project is to thin, top, remove, and dispose of trees and woody debris at specific locations of Adair Kennedy Park, as shown on the drawings, or as directed by the CBJ Project Manager. The property line has been staked to help ensure the contractor stays within the CBJ property boundary. The contractor will need to ensure the safety of the school and general public using the park. Areas of work may be restricted at times to ensure the safe movement of students to and from school, lunch, and activities. Activities will occur on the track and field, baseball field, and the park trail after school and on weekends.

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

LOCATION OF THE PROJECT. Wooded area around Adair Kennedy Park, Juneau, Alaska.

COMPLETION TIME FOR THE WORK. The Contractor shall have until June 8, 2018, to complete all Work as described.

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

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

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

QUOTES. A Quote for the Work will not be accepted from a Contractor who does not hold a valid Alaska Business License and a valid Contractor's license in Alaska (applicable to the type of Work

bid upon) at the time of opening Bids. **The CBJ's procurement code requires that Request for Quotes be used for projects estimated to not exceed \$50,000.00 in total cost.** If a quote is submitted for an amount exceeding \$50,000.00, it shall be considered non-responsive.

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

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

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

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

On CBJ construction Projects, the CBJ may make unclassified material available to Contractors, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. Contractors are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. Contact Alec Venehuk, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.

Contractors proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. Contractors using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at 907-586-0874.

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

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

Contractors using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. Contractors shall account for placement of materials removed from the pit. The CBJ may require Contractors to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability.

Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. Contractors will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the Work, Contractors shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS.

Insurance Requirements. The Contractor must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this document, with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the Contractor or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any Subcontractor engaged in Work under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least A-VII. The Contractor shall maintain in force at

all time, during the performance of Work under this contract, the following policies of insurance.
"The CBJ shall be named as additional insured for any and all work performed for the CBJ."
(Additional insured requirements not required for Worker's Compensation coverage.) Proof of this insurance is required before the final bid award.

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

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

The minimum limits of liability shall be:

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

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

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

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

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

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

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

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

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

Contact Information:

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

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

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

QUESTIONS CONCERNING THE WORK. Contact the Contract Administrator.

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

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

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

DRAWINGS INDEX

C001 - Cover Sheet
C100 – Project Area 1 & 2
C101 – Project Area 3
C102 – Project Area 4
C103 – Project Area 2, 3, & 5
C104 – Project Area 6

Standard Terms and Conditions

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

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

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

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

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

Specifications: Unless otherwise specified in the RFQ, product brand names or model numbers specified in this RFQ are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern.

Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature is provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT: Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the

CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid.

To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907) 586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

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

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

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

LIST OF SUBCONTRACTORS (AS 36.30.115)

RFQ No. E18-239, Adair Kennedy Park Tree Removal

SUBCONTRACTOR ADDRESS	¹ AK Contractor License No. 2 AK Business	¹ Contact Name 2 Phone Number	Type of Work	Contract Amount	DBE?
1. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	☐
2. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	☐
3. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	☐
4. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	☐

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

BID AND SIGNATURE PAGE

Adair Kennedy Park Tree Removal – RFQ E18-239

Dated: _____

Bidder: _____
(Company Name)

By: _____
(Signature)

Printed Name: _____

Email: _____

Title: _____

Telephone No.: _____

Address: _____
(Street or P.O. Box)

Fax No.: _____

(City/State and Zip Code)

TOTAL BID - Furnish all labor, equipment and materials and perform all Work for thinning, topping, removing, and disposing of trees and woody debris at specific locations of Adair Kennedy Park, as described in this RFQ Document.

\$ _____
(Price in Figures)

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

Addenda No.	Date Issued	Addenda No.	Date Issued