



## **REQUEST FOR PROPOSALS**

**(C3)RFP E19-192**

### **TERM CONTRACT FOR CONSTRUCTION SERVICES - SMALL CIVIL AND UTILITY PROJECTS**

Issued By:  Date: 3/18/19  
Greg Smith, Contract Administrator

**Term Contract for Construction Services -  
Small Civil and Utility Projects  
(C3)RFP E19-192**

**SCOPE OF WORK:** The purpose of this document is to solicit proposals from qualified Contractors to provide civil construction services to the CBJ. The proposed term contract will cover small projects not-to-exceed \$50,000.00 each. Three Contractors will be selected. Work will be contracted on a rotational basis among the selected three.

**PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held in the 3<sup>rd</sup> floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on March 28, 2019**. Persons interested in submitting proposals are encouraged to attend.

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

**DEADLINE FOR PROPOSALS:** Two (2) hard copies of the proposal, and an electronic copy of the Proposal on Thumb Drive in PDF format in a **sealed envelope, must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time on April 11, 2019**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.

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

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

**PHYSICAL LOCATION:**

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

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

**MAILING ADDRESS:**

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

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

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

<b>IMPORTANT NOTICE TO PROPOSER</b>
<p>To submit your proposal:</p> <ol style="list-style-type: none"><li>1. Print your company name and address on the upper left corner of your envelope.</li><li>2. <b>Complete this label and place it on the lower left corner of your envelope</b></li></ol>
<div><p><b>RFP NUMBER:</b> <b><u>RFP E19-192</u></b></p><p><b>SUBJECT:</b> <b><u>Term Contract for Construction</u></b> <b><u>SERVICES – Small Civil and Utility</u></b> <b><u>Projects</u></b></p><p><b>DATE OF OPENING AT 2:00 P.M.</b> <b>ALASKA TIME: <u>April 11, 2019</u></b></p></div>

Disadvantaged Business Enterprises are encouraged to respond.

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## **1.0 GENERAL INFORMATION**

This Class 3 Request for Proposals (C3RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

### **1.1 Purpose**

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

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

### **1.2 Scope of Work**

#### ***General Information***

The price estimate supplied by the Contractor for a specific contract must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. If a project task is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the CBJ Project Manager and the Contractor. A project agreement will be signed by the Contractor and the Contract Administrator. Each project will stand alone and must be authorized in the form of a written Notice to Proceed from the Contract Administrator.

Although the primary purpose of this contract is to perform work that has been pre-scheduled, there may be work that requires an immediate response. Work may also be required outside of the CBJ's regular business hours (Monday – Friday, 8:00 a.m. – 4:30 p.m.), including weekends and CBJ holidays.

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

It is the intention of the CBJ to enter into a term contract with three Contractors to perform construction services including but not limited to:

#### ***General Construction Repair, Maintenance and New Work***

The Contractor shall perform all work and furnish all labor, materials, parts and equipment needed to complete each project under this contract. Work shall typically consist of the following:

- Drainage improvements and repairs.

- Water and Sewer repairs and improvements.
- Water and Sewer installations.
- Excavation, grading and hauling.
- Other related Civil and Utility work as requested.

New construction and/or reconstruction and repair work may be accomplished through this contract. The price estimate supplied by the Contractor for a specific contract must be reasonable and within the maximum allowable amount of \$50,000 and shall include all labor, materials and equipment. Each Project Agreement will stand alone and must be authorized in the form of a written Notice to Proceed by a representative of the CBJ.

**Subcontractors:** Subcontracting portions of the work is acceptable with prior approval from the Engineering Contract's Office. When subcontractors are used, the following requirements shall apply.

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

### **1.3 Minimum Qualifications**

In order to be considered for a term contract, proposing Contractors must have the following:

- ***At least*** three years of experience as a licensed General Contractor performing Civil work in Southeast Alaska.
- Ownership of a 4" to 12" HDPE Pipe fusion machine
- An HDPE fusion technician, certified on the Contractor's HDPE fusion machine, by the fusion machine manufacturer and at least 5,000 feet of 4" to 12", or larger, HDPE pipe fusion experience.

### **1.4 Contract Period**

The initial term of this contract will end on December 31, 2019, and it will automatically renew annually through December 31, 2021, unless either party chooses to terminate the contract.

Basic hourly rates may be adjusted once annually, upon the written request of the Contractor to the Contract Administrator. See Appendix B – Compensation of Attachment 1 – Standard Term Contract.

### **1.5 Background**

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

## 1.6 Questions

Questions regarding this proposal will be handled by:

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

**E-mail:** greg.smith@juneau.org  
**Telephone:** (907) 586-0873  
**FAX:** (907) 586-4530

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

## 1.7 Sample Term Contract

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

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

The following will apply if work exceeds \$2,000 and employees or subcontractors are hired to perform the work.

**Title 36 AS (Little Davis-Bacon)** requires that prevailing rates of pay be paid for work performed on any public works project which exceeds \$2,000.00 (contained in pamphlet number 600 and 400, copies available from the Alaska Department of Labor (ADOL), P.O. Box 020630, Juneau, Alaska 99802, or call 465-4842 or 465-4839).

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

**AS 36.05.040** requires the weekly filing of certified payrolls directly with the Wage and Hour Administration. It also requires any other information which ADOL may request. One specific requirement is that all Contractors and subcontractors notify ADOL as to the identity of all subcontractors they may have.

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

Remember:

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

Certified payrolls must be sent to the following:

**Wage and Hour Section** 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

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

### **1.9 Terms and Conditions**

See Attachment 1 – Standard Term Contract.

### **1.10 Performance Specifications**

Scheduled Work During Business Hours. Regular City business hours are from 8:00 am to 4:30 pm. Monday through Friday, excluding City holidays. The Contractor will not begin work on any job until a Notice to Proceed has been issued. Any work periods in potentially sensitive areas will be discussed, scheduled and compensated accordingly.

#### Response Time

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



## 2.0 RULES GOVERNING COMPETITION

### 2.1 Pre-Proposal

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

### 2.2 Proposal Development

#### 2.2.1 Confidentiality

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

#### 2.2.2 Proposal Submission Process

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

This solicitation does not commit CBJ to select any Contractors for the requested services. All costs associated with the respondents' preparations and submission shall be the responsibility of the Proposer.

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

## 3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below. **Please note, 3.6 - Hourly Rates and Mark-up, this information must be submitted in a separate, sealed envelope within the same envelope as the proposals.**

### 3.1 Title Page

Show the Request for Proposals subject, the name of your firm, address, telephone numbers, name of contact person, and date of submission.

### 3.2 Table of Contents

Clearly identify the materials by section and page number.

### **3.3 Letter of Transmittal**

Limit to one or two printed pages.

- 3.3.1 Give names of the person(s) who will be authorized to represent your firm, their title(s), address(es) and telephone number(s).
- 3.3.2 The transmittal letter must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the transmittal letter must be printed below or adjacent to the signature.
- 3.3.3. State whether the firm is a Juneau proposer per Section 7.0.
- 3.3.4. State if the firm is a proposer with disabilities. If so, please attach certification.

#### **3.3.5 *Acknowledge receipt of all addenda.***

### **3.4 Past Record of Performance**

- 3.4.1 Provide background information on the firm including specialized experience, capabilities, unique qualifications in the field and proof of no less than five years work experience installing pipe for municipal water and sewer mains and services in Southeast Alaska.
- 3.4.2 Provide verifiable experience with HDPE potable water pipe fusion of sizes of 4" to 12" or greater. (This can include the HDPE Pipe Fusion Technician's reference listing if the work was performed under employment of the Contractor)
- 3.4.2 Provide a list of at least three relevant past projects for CBJ or other Southeast agencies. Include project description, dates the work was performed and contact information for references on the project.

### **3.5 Capacity of Firm**

- 3.5.1 Describe the ability of the Contractor to meet potential project requirements for the variety of work listed in section **1.2 Scope of Work and 1.10 Performance Specifications.**
- 3.5.2 Contractor is to provide a qualified HDPE fusion technician. The technician shall be certified by the manufacturer of the Contractor's fusion machine and shall have fused a minimum of 5,000 feet of HDPE potable water pipe between 4" to 12" (inches) in diameter or greater. Provide the fusion certification certificate and a resume showing the experience for the fusion technician and a minimum of three (3) references familiar with the work completed by this individual.
- 3.5.2 Provide make, year and model number of HDPE fusion machine which capable of fusing 4"-12" HDPE piping. The machine shall be owned by the contractor and shall be located in Juneau.

### **3.6 Hourly Rates and Mark-up**

Proposers are required to provide hourly rates and percentage of mark-up on materials and equipment. Incomplete pricing may result in the rejection of a proposal. **Proposer must submit all pricing information sealed separately but within the same package as the proposals.** (Only one copy of the pricing information is required. Electronic copy is not required.) Submitted labor rates shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the total hourly rate shown on the hourly rate and mark-up schedule. (Attached to this Request for Proposals.)

Hourly rates shall remain the same for the life of the initial term contract, expiring December 31, 2019. The Contractor may request a rate increase, once annually. Hourly rate increases may be negotiated and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

Proposers are required to provide the percentage mark-up to be used for materials. This mark-up will be applied to the invoice amount of the materials used for any given project.

### **3.7 Licenses**

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

## **4.0 EVALUATION OF PROPOSALS**

### **4.1 Criteria**

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

### **4.2 Evaluation Data**

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

#### **4.2.1 Past Record of Performance**

Evaluation of the Proposer's experience with the CBJ and in Southeast Alaska will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Past record of performance should include and demonstrate contractor's proposed HDPE pipe fusion technician meets the requirements of this solicitation.

#### **4.2.2 Capacity of the Firm**

Evaluation will be made on the Proposer's ability to perform the desired services. The proposal should discuss the ability to provide the variety of services including not limited to the items listed in Section 1.2 Scope of Work and 1.3 Minimum Qualifications.

#### 4.2.3 Firm owns HDPE fusion machine

#### 4.2.4 Hourly Rates

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

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

#### 4.2.5 Mark-up on Materials

Mark-up on Materials shall be awarded points according to the following formula:

$$\text{Points Awarded} = \frac{(\text{Lowest Mark-up Percentage}) \times (\text{Maximum Points for Mark-up})}{(\text{Proposed Mark-up Percentage})}$$

#### 4.2.6 Established Juneau proposer according to SECTION 7.0.

#### 4.2.7 Proposer with disabilities according to SECTION 8.0

### 4.3 Evaluation Process

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

## 5.0 SELECTION AND AWARD PROCESS

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

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

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

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

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

## 6.0 INSURANCE REQUIREMENTS

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

## 7.0 JUNEAU PROPOSER

Juneau proposer points shall be awarded if Proposer is determined to be a “Juneau proposer” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address:  
<http://www.juneau.org/law/code/purchasing.pdf>

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

## **8.0 PROPOSER WITH DISABILITIES**

Proposer with disabilities points shall be awarded if Proposer is determined to be a “proposer with disabilities” meeting the criteria of CBJ’s Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address:  
<http://www.juneau.org/law/code/purchasing.pdf>

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

## **9.0 PROTESTS**

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division, and expires at the close of the next business day.

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

## **10.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX**

Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Primes and Subs must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and Primes and Subs current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. **To determine if your business is in good standing, or for further information, contact the City Finance Department’s Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.**

**HOURLY RATE AND MARK-UP SCHEDULE  
CBJ TERM CONTRACT FOR CONSTRUCTION SERVICES –  
SMALL CIVIL AND UTILITY PROJECTS  
RFP E19-192**

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

**Equipment Hourly Rates**

<b>Desirable Equipment List</b>	<b>Contractor's Available Equipment Specific Make/Model</b>	<b>Own or Rent?</b>	<b>Equipment Hourly Rates – to include all costs specified in 3.6 (i.e., fuel, maintenance etc.)</b>
Excavator: Cat 315 class or equivalent size			
<u>Dump Truck</u> : 10 CY			
<u>Dump Truck</u> : 20 CY			
<u>Front End Loader</u> : 1.5 CY or larger			
<u>Excavator</u> : Hitachi EX 50 or equivalent			
<b><u>Equipment Items Below to show Daily rates.</u></b>			<b>Daily Rates</b>
<u>Service Truck</u> : Including all small mechanized hand tools.			
<u>HDPE Pipe Fusion Machine as specified:</u>			

**Labor Hourly Rates**

**Hourly Rates**

Operator			
Construction Surveyor and survey equipment			
Labor			

**Material and Subcontractor Markup**

1.	Percentage materials markup <b>(MAX 15%)</b>	%
2.	Percentage markup on asphalt paving subcontractor or concrete subcontractor <b>(MAX 15%)</b>	%

## EVALUATION/RANKING

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

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

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

### POINTS AWARDED

		<u>Points Possible</u>	<u>Score</u>
1.	Past record of performance on contracts with the CBJ and in Southeast Alaska.	0 – 30	_____
2.	Capacity of firm to perform the services.	0 – 20	_____
3.	Firm owns HDPE fusion machine	0 or 5	_____

**Subtotal** \_\_\_\_\_

**The Contract Administrator will assign points for criteria 3 – 6 below.**

4.	Hourly rates for regular working hours.	0 – 20	_____
5.	Mark-up on materials.	0 – 10	_____
6.	Firm meets Juneau proposer requirements.	0 or 5	_____
7.	Firm meets bidder with disabilities requirements.	0 or 10	_____

**TOTAL POINTS      100**  
\_\_\_\_\_

**INDIVIDUAL RANKING**  
\_\_\_\_\_



## ATTACHMENT 1

**SERVICES CONTRACT  
TERM CONTRACT FOR CONSTRUCTION SERVICES  
SMALL CIVIL AND UTILITY PROJECTS  
Contract No. RFP E19-192**

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

**Witnesseth:**

**Whereas,** the City desires to engage the Contractor for the purpose of rendering certain 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 of the Contractor are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

**5. REPORTING.** Except as authorized within Appendix A, the City's primary representative for this Contract shall be Greg Smith, Contract Administrator. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representative shall be \_\_\_\_\_.

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

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

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

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

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

**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 AND HOLD HARMLESS.** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the Contractor and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

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

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

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

**23. TERMS AND CONDITIONS.**

Defective Work: The Contractor, at its own expense, must remedy and correct any defect in its work or 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 CBJ Project Manager. The Contractor must, without additional expense to the City, be responsible and make whole all injury, loss or damages to persons or property which may result from the use of any equipment, materials or workmanship which is inferior, defective or not in conformance with the terms or conditions, as specified in this bid.

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

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

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

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

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

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

mandatory to obtain services of another Contractor, the original Contractor may be held ultimately responsible. For any additional costs which may be incurred by the City.

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

- Alaska Department of Labor (DOL) documents (Notice of Completion of Public Works and ESC Clearance for prime and all subcontractors).

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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 & Borough Manager

**Company name**

\_\_\_\_\_  
Name                                      Date  
Rank  
email

Approved as to form:

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

**APPENDIX A: SCOPE OF SERVICES**  
**Term Contract for Construction Services –**  
**Small Civil and Utility Projects**  
**Contract No. RFP E19-192**

See Scope of Work in RFP E19-192

**Subcontractors**

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

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

**APPENDIX B: COMPENSATION**  
**Term Contract for Construction Services –**  
**Small Civil and Utility Projects**  
**Contract No. RFP E19-192**

***Amount of Payment***

**HOURLY RATES/MARK-UP PERCENTAGES**

*Basic Hourly Rate, Labor Prices and Administrative Overhead:* Basic hourly rate during regular business hours, includes all labor and tools. Basic hourly rate shall include all provisions necessary to perform work defined under the scope of work. No charges may be made for freight, delivery, non-required supervision, or other miscellaneous expenses. The Contractor must invoice lesser rates for apprentice labor. The City reserves the right to audit or inspect the Contractor's records to determine accuracy of any charges.

*Price Adjustment:* Hourly rates and mark-up percentages will be held firm throughout the initial contract period (December 31, 2008). If a renewal period is agreed upon, **only** the basic hourly rate may be subject to price adjustment increase based upon documentation relating to union wage increase.

*Material/Parts Prices:*

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

*Billing Invoices:* A separate invoice must be submitted for each job and must include detailed hourly labor, equipment, material costs and any other items chargeable to that job, along with the CBJ purchase order number. Invoices without a purchase order number may be returned to the Contractor. The CBJ Project Manager will review each invoice individually to determine if charges are applicable and make payment accordingly. ***Invoices must be submitted within 30 calendar days of completion of the work. Failure to provide invoices in a timely manner may result in cancellation of contract.***

**APPENDIX C: INSURANCE REQUIREMENTS**  
**Term Contract for Construction Services –**  
**Small Civil and Utility Projects**  
**Contract No. RFP E19-192**

The Contractor shall provide evidence of insurance with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the Contractor or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any Subcontractor engaged in WORK under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least A-VII. The Contractor shall maintain in force at all time, during the performance of WORK under this contract, the following policies of insurance. **The CBJ shall be named as additional insured for any and all work performed for the CBJ.** Proof of this insurance is required before the final bid award.

1. Workers' Compensation Insurance. (Additional insured requirements not necessary for Worker's Compensation Insurance.) The Contractor, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), will provide the CBJ and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for workers compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers' Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, the State will implement the provisions of AS 23.30.045 8 and CBJ, at its option, may terminate this agreement for cause without liability.
  - a. Employers Liability

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

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

The City and Borough of Juneau shall be named as an "Additional Insured" under all liability coverages listed above with the exception of Worker's Compensation insurance.

STANDARD TERM CONTRACT