

CITY AND BOROUGH OF JUNEAU (CBJ) REQUEST for INFORMAL BIDS

ANKA STREET CLEANING AND MAINTENANCE IFB No. E03-336

BIDS ARE DUE PRIOR TO 2:00 p.m., Friday, June 13, 2003

SCOPE OF WORK. The Base Bid for the Work consists of bi-weekly street cleaning of Anka Street in Juneau, Alaska. The Work should begin at the intersection of Anka Street and Glacier Highway and end at the entrance to the CBJ/State Lemon Creek Gravel Pit from face of curb to face of curb (or the paved roadway surface in the absence of curb and gutter); estimated to be 0.6 miles in length and 60 feet in width (see map). This Work can be achieved by both mechanical and non-mechanical methods of street sweeping while protecting water quality, preventing physical damage to pavements and minimizing the burden on the sewer system from surface debris.

The street cleaning is to be maintained during the 2003 operation of the CBJ/State Lemon Creek Gravel Pit. The CBJ/State Lemon Creek 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. Time frame for the Contract will be from Notice To Proceed until October 15, 2003.

The Contractor shall provide all tools, equipment, materials, supplies, and manufactured articles and furnish all labor, transportation and services, including fuel, power, water, and essential communications, and perform all Work, or other operations required for the fulfillment of the contract. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the Contractor as through originally so indicated at no increase in cost to the Owner.

The Additive Alternate work consists of cleaning Anka Street as described above on an on-call basis. The Bid shall be priced for each occurrence. The CONTRACTOR will be given 24 hour notice for each on-call occurrence.

LOCATION OF THE PROJECT. The Project is located on Anka Street in Juneau, Alaska.

HOURS OF OPERATION. Hours of Work are restricted to the following:

Monday - Friday 7:00 am - 10:00 pm Saturday and Sunday 9:00 am - 10:00 pm

COMPLETION TIME FOR THE WORK. The CONTRACTOR shall have five calendar days after the date of the Notice to Proceed letter in which to begin all Work as described. Work will continue on a bi-weekly basis until completion of the contract or as directed by the Engineer.

Anka Street Cleaning & Maintenance

IFB No.: E03-336 Page 1

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.

QUALIFICATIONS. By submitting a bid 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. The City and Borough of Juneau's procurement policy for Informal Bids will not exceed \$25,000.00.

BIDDING. A Bid 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.

FIRM OFFER. For the purpose of award, offers made in accordance with this request for Informal Bids (IFB) must be held firm for a period of 90 calendar days from the date of the bid opening.

CONTRACT AWARD. Award will be based on the lowest bid for the Base Bid only.

JUNEAU BUSINESS SALES AND PERSONAL PROPERTY TAX. Vendors/merchants conducting business within the CBJ are required by law to register with the CBJ for sales and property taxes. Vendors/merchants must be in good standing for all amounts owed to the CBJ prior to award, and prior to all contract renewal(s), but in any event no later than five business days following notification by the CBJ of intent to award or renew. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. To determine if your business is subject to these requirements, or for further information, contact the CBJ Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Assessor's Division at 586-5268 concerning business personal property and real property tax.

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.

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.

SUBCONTRACTING. The CONTRACTOR shall not subcontract any part of this Work required herein, without prior approval in writing from the CBJ Engineering Department, and notification to

Anka Street Cleaning & Maintenance

the State of Alaska Department of Labor.

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 on a unit price basis, upon satisfactory completion and acceptance of the Work by the CBJ and notification by the State Department of Labor that the CONTRACTOR has complied with its requirements.

LIABILITY AND INSURANCE REQUIREMENTS.

<u>Liability</u>. The CONTRACTOR shall hold and save the CBJ, its officers, agents, and employees harmless from liability of any nature. This includes any costs, expenses, suits or damages of any kind sustained by any person(s) or property by any virtue of performance resulting from the Project, unless arising from carelessness or negligence by the CBJ, which will be apportioned on a comparative fault basis.

Insurance Requirements. The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage of 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. 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 and Engineer for Work performed under the contract.

Anka Street Cleaning & Maintenance

IFB No.: E03-336 Page 3

- 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.
- 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. <u>Business Automobile Insurance</u>.

\$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. The Project Name and Number shall be referenced on the Certificate of Insurance.

TITLE 36 (Little Davis-Bacon) REQUIREMENTS. If your quote exceeds \$2,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

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 <u>all</u> 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 prime CONTRACTOR responsible.

Remember:

- 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 addresses below by each CONTRACTOR and Subcontractor on the Project.

Anka Street Cleaning & Maintenance IFB No.: E03-336

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:

STATE OF ALASKA
Department of Labor
Wage and Hour Section
P. O. Box 020630
Juneau, Alaska 99802

Rosemary Matt, P.E. City and Borough of Juneau Engineering Department 155 South Seward Street Juneau. Alaska 99801

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

QUESTIONS CONCERNING THE WORK. Contact Rosemary Matt, P.E., City Engineer at <u>586-</u>0873.

DUE DATE AND TIME. Responses to this request for Informal Bids must be received by **2:00 p.m.**, **Friday**, **June 13**, **2003**.

RESPONDING TO THIS REQUEST FOR INFORMAL BIDS. Bids may be hand-delivered, or faxed, to the attention of Janet Sanbei, CBJ Engineering, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-0897.

ADDENDA. The CONTRACTOR must acknowledge receipt of any addenda in the space provided on the bid form. If there are no addenda, the CONTRACTOR must put "None" or "0" in the appropriate space. Failure to acknowledge any addenda may result in the bid being non-responsive.

FAX DISCLAIMER. It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a fax machine shall be at bidders' sole risk. The CBJ will attempt to keep the fax in good working order but will not be responsible for bids that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidders' use of a fax machine 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.

Anka Street Cleaning & Maintenance

IFB No.: E03-336 Page 5

