



Haines Borough  
Request for Proposals  
**Brush Clearing and Rubbish Removal**

The Haines Borough, Alaska is requesting proposals from local, qualified, licensed contractors to assist the Borough in clearing brush and removing rubbish along the waterfront from the Port Chilkoot Dock to the Small Boat Harbor.

### **SCOPE OF WORK**

The intent of this project is to remove intrusive trees, shrubs, brush and garbage to provide an unobstructed and pleasing view of the waterfront area. The contractor will be required to clear brush and remove rubbish along the waterfront between the Small Boat Harbor and the Port Chilkoot Dock. The total area is less than 1 acre and approximately 1,560 lineal feet. The Borough will secure temporary construction easements for private properties. All work will occur above the high tide line with minimal disturbance to the beachfront, drifted wood and landscape. All Spruce and Hemlock trees will remain unless directed otherwise. Any other trees or shrubs that will stay will be identified before work begins. This work will include the following:

- Grub and remove all brush and trees larger than one (1) inch in diameter including root wads and all clusters regardless of size.
- All other brush, trees and shoots less than one (1) inch shall be cut off at ground level and removed. This must be done to eliminate any tripping hazards.
- All dead and down brush in the area shall be removed and disposed of.
- All branches seven (7) feet above ground and below shall be trimmed on all remaining trees.
- All garbage and junk shall be removed from the area.
- Disturbed areas shall be machine raked, smoothed and reseeded.
- An obstruction free walking surface shall be provided.
- Recondition three (3) ditches and drainage areas where culverts currently exist.

This work must be substantially complete by May 5, 2010 and seeding completed by May 15, 2010. Brush and organics can be stockpiled and burned on site provided required permits are sought and appropriate codes are followed. Unburned material must be removed from the site. Any damages caused to sidewalks, curbs and roadway will be repaired as part of the project.

### **MINIMUM QUALIFICATIONS**

- Current Haines Borough and State of Alaska business licenses.
- May NOT be an employee or officer of the Haines Borough (per HBC 2.62.030).
- Can demonstrate expertise to perform the scope of the project.
- Can comply with the following contract conditions.

## **CONTRACT CONDITIONS**

- **PRODUCT**: All Plans, original drawings, electronic files, specifications, reports, photographs, and other documents relative to a project which the respondent prepares or causes to be prepared in connection with services performed shall be delivered to and become the property of the Borough.
- **INSURANCE**: The professional services provider to whom a contract is awarded may be required to furnish to the borough evidence of insurance coverage(s) including general liability, professional liability, and workers compensation insurance, as appropriate.
- **INSURANCE NOT LIMITING CONTRACTOR'S LIABILITY**: The provisions of this contract requiring insurance shall not limit the liability of the Contractor or anyone acting on behalf of the Contractor.
- **INDEMNITY**: Contractor agrees to defend, indemnify and hold the Borough harmless from any and all claims, demands or liability for bodily injury or death of any person, or damage to property arising out of the Contractor's execution of the contractual duties of the Contractor, its agents, employees or assigns.
- **DAMAGE TO BUILDINGS OR EQUIPMENT**: Any problems, including building or equipment damage, caused by or discovered by the Contractor during the execution of the contractual duties of the Contractor should be reported immediately.
- **COMPLIANCE WITH LAWS**: The Contractor and all persons acting on behalf of the Contractor shall comply with all applicable laws and regulations of Federal, State or Local government agencies with respect to the activities of the Contractor or anyone acting on behalf of the Contractor.
- **LIENS AND ASSESSMENTS**: The Contractor agrees that it will pay all employment security contributions required to be paid as a result of any services performed for the Borough regardless of whether they are performed by the Contractor or someone engaged by the Contractor. The Contractor shall not allow any lien to be placed against the Borough by reason of non-payment of such contributions or any other reason, and shall indemnify the Borough against any such lien.
- **EXPENSES AND ATTORNEY'S FEES UPON DEFAULT**: Contractor agrees to pay all actual costs, expenses and actual attorney's fees incurred by the Borough upon an Event of Default.
- **DEFAULT**: The Contractor shall be declared in default of the contract if the Contractor fails to adequately perform the contract services. If, in the opinion of the Borough, the Contractor's services do not adequately fulfill the intent of the contract, the Borough Clerk shall notify the Contractor in writing of service deficiencies. If the Contractor fails to correct such deficiencies within ten days of receiving this written notice, or consistently fails to provide adequate services as documented in writing by the Borough, the contractor shall be in default of the contract and the Borough shall terminate the contract.
- **BILLING/PAYMENT**: Requests for payment for performed services shall be submitted to the Borough and will be processed for payment at the time of the next accounts payable check run.

## **PROPOSAL AND AWARD SCHEDULE**

**January 18, 2010** Publish Notice & Distribute Proposal Packets

**February 1, 2010** Proposal Due Date

**February 9, 2010** Contract Award by Borough Assembly

**February 23, 2010** Notice to Proceed

The Borough Assembly will award the Brush & Rubbish Clearing contract based upon the amount of the bid, as long as the bidder has the qualifications and experience to perform the contract as specified in HBC 3.60.160. The Assembly may require the submittal of references and/or that the Contractor provide a performance bond on the services to be provided. The Borough Assembly reserves the right to reject any and all bids and to negotiate with the low bidder.

Response to this request for proposals should be clearly marked ***Brush & Rubbish Clearing*** and delivered, mailed, faxed or emailed to:

Haines Borough  
Attn: Borough Clerk  
P.O. Box 1209, Haines, AK 99827  
Borough Administration Building, 103 E. Third Ave.  
907-766-2231, ext.31  
Fax: 907-766-2716  
jcozzi@haines.ak.us

**Responses will be accepted until 4:00p.m. on Monday, February 1, 2010.**

Receipt is made when delivered to the above address in person or via mail, fax or email. Postmark date does not constitute receipt.

## **SELECTION PROCEDURE**

The Director of Public Facilities and the Borough Manager shall review all written proposals. Based on qualifications, compliance with RFP requirements, and the proposal amount, a contractor will be recommended to the Borough Assembly for their approval.

## **CONTRACT PERIOD**

Following contract award, all parties shall negotiate and sign a contract, and the contractor will be given a Notice to Proceed. The contractor will be expected to immediately meet with the Director of Public Facilities to establish a schedule. Thereafter, the contractor will provide the required services as noted in the Scope of Services section of this document. This contract period will expire on or before May 15, 2010.

## **CONTRACT TERMINATION**

Either party may cancel the written contract by giving a minimum 30-day notice, in writing, to the other party.