



Haines Borough  
Request for Proposals  
**Clarifier Rake Drive Repair – Sewer Plant**

The Haines Borough, Alaska (hereafter called “Borough”) invites qualified, licensed contractors to submit written proposals to rebuild and/or repair the clarifier rake drive which is located inside the sewage treatment plant.

**SCOPE OF WORK**

The intent of this project is to rebuild and/or repair the clarifier rake drive which is located inside the sewage treatment plant on West Fair Drive. The contractor will be required to provide all materials, tools and means required to disassemble, repair, assemble and return to service the clarifier shaft that has been broken within the tank. Due to operations constraints, the work shall be completed within seven (7) days of beginning the project. All work shall be completed by January 31, 2011.

**SUBMISSION REQUIREMENTS**

1. Fee proposal and scope of services to be provided to the Borough (as detailed above).
2. A brief description of qualifications and past projects demonstrating the ability to complete the work.

**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 shall 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.
- **LABOR; RATES OF PAY AND REPORTING PAYROLL:**
  - A. Project is governed by Alaska Statute Title 36. Public Contracts. Contractor is required to compensate employees in accordance with Alaska Department of Labor & Workforce Development Wage and Hour Administration Pamphlet No. 600, a Contract Document.
  - B. Contractor is required to report and certify payroll in accordance with instructions contained in Alaska Department of Labor & Workforce Development Wage and Hour Administration Pamphlet No. 600.

- **PERFORMANCE & PAYMENT BONDS:** A performance bond in the amount of 100% of the contract price, and a payment bond in the amount of 50% of the contract price, with a corporate or other surety approved by the OWNER, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bonds must file with each bond a certified and effected dated copy of the power of attorney.
- **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**

<b><u>November 19, 2010</u></b>	Publish Notice & Distribute Proposal Packets
<b><u>November 30, 2010</u></b>	Proposal Due Date
<b><u>December 14, 2010</u></b>	Contract Award by Borough Assembly (if necessary)
<b><u>December 27, 2010</u></b>	Notice to Proceed

Pictures and a tour of the facility are available by contacting Scott Bradford, Water & Sewer Plant Operator, at (907) 314-0659.

The Borough Assembly will award the Sewer Plant Clarifier Drive repair contract based upon the amount of the proposal, as long as the proposer 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 proposals and to negotiate with the low proposer.

Response to this request for proposals, including a non-collusion affidavit and a bid bond of at least five percent of the amount of the bid or a certified check drawn to the Haines Borough in like amount, should be sealed in an envelope, clearly marked **Clarifier Rake Drive Repair – Sewer Plant** and hand delivered or mailed to:

Haines Borough  
Attn: Clerk's Office  
P.O. Box 1209, Haines, AK 99827  
Borough Administration Building, 103 E. Third Ave.  
907-766-2231, ext.31 or 60  
Fax: 907-766-2716  
jcozzi@haines.ak.us or jheinz@haines.ak.us

**Responses will be accepted until 4:00 p.m. on Tuesday, November 30, 2010.**

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

### **SELECTION PROCEDURE**

The Director of Public Facilities 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 January 31, 2011.

### **CONTRACT TERMINATION**

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

**Haines Borough  
Clarifier Rake Drive Repair – Sewer Plant**

**Contractor Insurance Requirements**

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under Contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Haines Borough shall be entitled to coverage to the extent of such higher limits. Failure to maintain insurance is a material breach and grounds for termination of the Contractor's services.

(a) Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Worker's Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract. If the Contractor does not have employees, this insurance requirement is waived.

(b) General Liability Insurance: The Contractor must maintain General Liability Insurance in an amount sufficient to cover any suit that may be brought against the Contractor. This amount must be at least five-hundred thousand dollars (\$500,000) combined single limit. The Contractor must assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the terms of this Contract, except for sole negligence on the part of the Borough.

(c) Comprehensive Automobile Liability Insurance: Covering all vehicles utilized in connection with this project with coverage limits not less than \$100,000 per person, \$300,000 per occurrence bodily injury, and \$50,000 Property damage.

**Haines Borough  
Clarifier Rake Drive Repair – Sewer Plant  
NON-COLLUSION AFFIDAVIT**

UNITED STATES OF AMERICA )

STATE OF ALASKA )

I, \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, so depose and state:

That I, or the firm, association or corporation of which I am a member, a BIDDER on the contract to be awarded, by the Assembly of the HAINES BOROUGH for the contract services designated as:

**Clarifier Rake Drive Repair – Sewer Plant**

Located in Haines, Alaska, have not, either or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 2010.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**HAINES BOROUGH  
SEWER PLANT CLARIFIER RAKE DRIVE REPAIR**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the HAINES BOROUGH, as OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2010**.

The condition of the above obligation is such that whereas the Principal has submitted to the HAINES BOROUGH, ALASKA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for: **SEWER PLANT CLARIFIER RAKE DRIVE REPAIR.**

NOW, THEREFORE

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials or equipment in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, and day and year first set forth above. *Note: Surety companies executing BONDS must appear on the Treasury Department's most current list and be authorized to transact business in Alaska.*

\_\_\_\_\_  
Principal

(SEAL)

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

\_\_\_\_\_  
Surety

(SEAL)

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