

INVITATION FOR BID
CITY OF CRAIG
RENOVATION OF POWER BUILDING
CRAIG, ALASKA

SEALED BIDS ARE DUE NO LATER THAN 3:00 PM, FRIDAY JUNE 30, 2023

The City of Craig, Alaska is seeking services to renovate the Prince of Wales Emergency Resource (POWER) building on the corner of Third and Spruce Street in Craig, Alaska. The renovations will extend the longevity of the building, improve its appearance, and increase its functionality.

SCOPE OF WORK. Respondents will provide the City of Craig a lump sum price to provide labor and materials to complete the following work.

1. Exterior lead testing to determine proper disposal of waste materials, proper PPE during construction, and allow for remediation if lead paint is present.
2. Foundation stabilization and repair of the 10' x 28'6" back storage room attached on the east side of the building.
3. Primary work replacement, renovation, and repair of exterior walls of the 78'x 30" building.
 - a. Window replacement
 - i. The building features 31 existing windows (Dimensions of windows are approximately as follows)
 1. 13 (3' x 4')
 2. 11 (3' x 6')
 3. 2 (2' x 3')
 4. 1 (2' x 2')
 5. 1 (6' x 4')
 6. 1 (4' x 4')
 7. 1 (6' x 6') Double window
 8. 1 (5' x 3')
 - ii. Argon double-pane glass window replacements
 - b. Exterior door replacement
 - i. Energy efficient replacement for three exterior doors.
 1. Two single doors (approximately 3'x 6'6")
 2. Double door associated with loading zone (each door approximately 3' 6'6")
 - ii. Removal of two unused/unusable doors.
 - c. Replacement of siding

- i. Replacement of exterior cladding with insulated vinyl siding.
 - ii. Installation of a vapor/air barrier
 - iii. Repair/replacement of intermediate siding as needed
 - iv. Replacement of skirting
 - v. Replacement of skirting door leading to outdoor storage under building.
 - vi. Finish and trim associated with replaced doors and windows.
4. Additive Improvements (as possible)
 - i. Insulation of exterior walls and flooring
 - ii. Upgrades and repair to the electrical system

Respondent Proposal

Respondents shall analyze the scope of work and present the most cost-effective alternative that meets that owner's needs and budget to the city in response to this RFP. All SEALED bids must be physically received by the City of Craig by mail or in person at Craig City Hall no later than 3:00pm June 30, 2023. Late, incomplete, or non-sealed bids will not be considered.

Proposals shall include the following:

1. A written summary of the work to be performed and the respondents work methodology plan.
2. Where alternatives to items in scope of work are available and recommended by respondent, such alternatives should be detailed in the proposal.
3. A written schedule of construction shown from the date the notice to proceed is issued to the completion of construction.
4. Construction budget for labor and materials necessary to complete the project.
5. A written summary of the respondent's relative project experience, licenses and expertise to complete the project. This should include project experience, licenses and expertise of subcontractors that the respondent intends to use for the project.
6. Completed and signed bid form containing the total lump sum cost (shown both in numbers and words), and the respondent's signature.
7. Proposal narrative and price must include all engineering, design, and construction costs to complete the project. The proposals must be signed by an individual with authority to obligate the Respondent to the bid price and terms.

Proposals must be received at Craig City Hall (500 Third Street – Craig, Alaska) by 3:00 p.m. local time Friday, June 30, 2023. Late submittals will not be considered. All interested parties are cautioned not to contact any member of the City of Craig staff other than specified herein regarding this request for proposals to avoid disqualification.

Award

The City of Craig may award a contract for the solicited work to the most responsive bidder based on proposed work (including alternatives), the lump sum total cost, and respondent experience/expertise, subject to other criteria listed in the "INFORMATION FOR RESPONDENTS" section below. The City of Craig reserves the right to withdraw this request at

any time, and may reject all or part of a proposal. The City of Craig shall not compensate any firm for preparation of proposals made in response to this request.

Upon award of the successful low bid, the lowest responsive Respondent shall provide the city:

1. Proof of insurance.

Prince of Wales Emergency Resource Building Renovation

Official Bid Form

The City of Craig is accepting bids to repair and improve the POWER building on Third and Spruce Street in Craig, Alaska as shown in the Invitation for Bid Document. Interested bidders must complete this bid form and return it in a sealed envelope to Craig City Hall by 3:00 p.m. Friday, June 30, 2023. Please complete **ALL** areas below.

Item	Unit	Unit Cost	Total Cost
POWER Renovation	Lump Sum		
Exterior Lead Testing			
Back Room Foundation Stabilization			
Primary Exterior Work: Siding, Windows, Doors			
Additive: Insulation and upgrades to electrical system			
<i>Total</i>			

I submit the following bid: \$ _____

Bid amount in words _____.

If a discrepancy exists between the bid amount in numbers and the bid amount written in words, the bid amount in words shall hold as the official bid price.

Bid Terms: Bid terms are defined in the attached Invitation for Informal Bid document.

Signature

By signing below, Bidder agrees to bind itself to the bid amount and bid terms in the Invitation for Bid document.

Bidder's Signature

Date

Printed name of person signing this bid

Telephone number

Printed name of business

Mailing Address of Bidder

Please attach proposal based on scope of work and site examination.

INFORMATION FOR RESPONDENTS

1. **BACKGROUND INFORMATION.** The building at the corner of Third and Spruce Street is owned by the City of Craig, hereinafter referred to as the OWNER, and leased out to POWER, a local non-profit organization. POWER operates a volunteer-run second hand store which helps fund its food bank and other emergency services which are provided out of the same location.

2. **PREPARATION OF BID FORMS.** The OWNER invites renovation and repair bids with accompanying proposals of work for the POWER building. Documents to be submitted at such time and place as is stated in the public notice inviting bids.

All bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the bid is submitted. It is the sole responsibility of the Respondent to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Respondent unopened.

3. **SIGNATURES.** All proposals shall give the total lump sum price proposed both in writing and in figures, shall give all other information requested herein, and shall be signed by the Respondent or his authorized representative with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of state under the laws of which the corporation is incorporated, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

4. **MODIFICATIONS.** Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid documents that are not specifically called for in the Contract Documents may result in the OWNER's rejection of the bid as not being responsive to the Notice to Contractors Inviting Bids. No oral or telephone modification of any bid submitted will be considered. Any Respondent may modify his bid by submitting a written modification signed by the Respondent, or by signed facsimile communication at Fax No. (907) 826-3278 at any time prior to the scheduled bid closing time for receipt of bids, provided such communication is received by the OWNER prior to the bid closing time. Such communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

5. **ERASURES.** The bid submitted must not contain any erasures interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the bid.

6. **EXAMINATION OF THE SITE, DRAWINGS, ETC.** Each Respondent shall visit the site of the proposed work and fully investigate and acquaint himself with the conditions relating to the work and labor, so that he may fully understand the facilities, difficulties, and other conditions and restrictions attending the execution of the work under this Contract. Respondents shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Respondent to receive or examine any forms, instrument or addendum or other document or to visit the site, and fully acquaint himself with conditions there existing shall in no way relieve the Respondent from obligations with respect to his bid or to full performance of the Contract and for the price bid. The submission of a bid shall be taken as conclusive evidence of compliance with this section. For access to the site, contact the City Planner at 907-826-3275 to arrange a pre-bid meeting.

7. **ADDENDA.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

8. **BID PRICE.** The bid price shall include everything necessary for the fulfillment of the Contract including, but not limited to, all design work and construction, and furnishing all materials and equipment, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation the words shall be the amount bid.

9. **CONTRACTOR'S LICENSING LAWS.** All Respondents and Contractors shall be licensed at the time of submitting a bid in accordance with the laws of the State of Alaska and any Respondent or Contractor not so licensed is subject to the penalties imposed by such laws and the Bid Proposal of such Respondents may be rejected.

10. **QUALIFICATION OF RESPONDENTS.** Each Respondent shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth his licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment shall be submitted by the Respondent when requested by the OWNER.

It is the intention of the OWNER to award a contract to the Respondent submitting the most complete proposal at the lowest bid within the city's project budget and who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he has sufficient capital, facilities and plans to enable him to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Respondent, the OWNER will weigh any evidence that the Respondent, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including:

- a) The ability, capacity and skill of the Respondent to perform the Contract.

- b) Whether the Respondent can perform the Contract within the time specified, and without delay
- c) The character, integrity, reputation, judgment, experience and efficiency of the Respondent.
- d) The quality of the Respondent's performance on previous contracts.
- e) The previous and existing compliance by the Respondent with laws and ordinances relating to this and other contracts.
- f) The sufficiency of the financial resources and the ability of the Respondent to perform the Contract.

11. POSTPONEMENT OF OPENING. The OWNER reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

12. DISQUALIFICATION OF RESPONDENT. If there is reason to believe that collusion exists among the Respondents, none of the bids of the participants in such collusion will be considered.

13. REJECTION OF BIDS. The OWNER reserves the right to reject any bid which is nonresponsive, incomplete, obscure or irregular; any bid which omits anyone or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the OWNER; any bid accompanied by insufficient or irregular bid security; and any bid from Respondents who have previously failed to perform properly or to complete on time contracts of any nature.

14. INTERPRETATION OF DOCUMENTS PRIOR TO BID OPENING. Respondents are notified to examine thoroughly the RFP, information for Respondents, the form of agreement, bonds, and the other contract documents. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies or omissions therein, he may submit to the Craig City Planner, at planner@craigak.com or at fax no. (907) 826-3278, no later than ten (10) days prior to the time announced for opening the proposals, a request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum issued by the City Planner, which shall thereupon become part of the contract documents and a copy of such Addendum will be sent by facsimile or electronic mail to each person receiving a set of contract documents; however, responsibility shall rest solely with each of the intending Respondents to determine that he has, by time of bidding, received all Addenda. The OWNER will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation of provisions in the Contract Documents will be made to the Respondent. After bids have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

15. RESPONDENTS INTERESTED IN MORE THAN ONE BID. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same

work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Respondent, or that has quoted prices or materials to a Respondent, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Respondents or making a prime proposal.

16. AWARD OF CONTRACT. The OWNER reserves the right to reject any or all bids, waive any informalities or irregularity in the bidding and/or not make an award. The award of the Contract, if made by the OWNER, will be made to the qualified and responsible Respondent submitting the lowest, responsive bid associated with the most complete proposal, but the OWNER shall determine in its own discretion whether a Respondent is responsible and qualified to perform the Contract, and what bid is the lowest or in the best interest of the OWNER, including the OWNER's right to consider the proposed form of manufacturer's warranty to be given by the manufacturer to be used by a Respondent, if such warranty is called for in the Contract Documents, or any other matters to be submitted pursuant to the Contract Documents, in making its determinations, and determine whether it is to the best interest of the OWNER to accept the bid. Favorable alternatives offered in attached proposals may also be factored into the selection of the contract award.

Alternate bids are intended to provide the Owner a range of comparative costs which will allow identification of the combination most responsive to the Owner's needs and available funds. The Respondent must submit bid prices for all alternate bids. Except as otherwise herein stated an apparent low Bidder will be identified and award of the contract will be made on the basis of the base bid plus those alternate bids that the Owner in its sole discretion elects to accept. The order of the alternates listed shall not be construed as binding and/or an indication of the order in which the Owner may select alternatives if any.

17. NON-COLLUSION AFFIDAVITS. Upon a specific request of the OWNER, the Respondent, before the award of a Contract, shall submit non-collusion affidavits to the OWNER covering the Respondent and all subcontractors.

18. DEFAULTING RESPONDENT. If any Respondent whose Bid proposal is accepted fails, neglects or refuses to furnish the required performance and payment bonds, or the required worker's compensation and other insurance certificates or policies, or to execute the Agreement, such Respondent shall not be the lowest responsive Respondent. The OWNER may then select the lowest responsive Respondent and deliver a notice of acceptance of Bid proposal to such lowest responsive Bidder.

19. INSURANCE REQUIREMENTS. (a) Contractor shall not commence work under this Contract until all of the insurance required under this section has been obtained and Contractor has filed the certificates of insurance and copies of insurance policies with the Owner as required by the Contract Documents, and the Owner has approved the same, nor shall Contractor allow any subcontractor to commence work on his subcontract until the insurance required has been so obtained.

(b) General Liability Insurance.

- (1) Coverage. The Contractor shall purchase and maintain General Liability Insurance covering bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, and covering damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract or the work or construction, whether such injuries to persons or damages to property are due or are claimed to be due to operations of the Contractor, its subcontractors, or any of their officers, employees, servants, partners, agents or representatives. The Owner shall be named as an additional insured on all such policies.
- (2) Insurance Amounts. Such General Liability Insurance shall be in the amounts set forth on the form of Certificate of Insurance included in the Contract Documents and required herein to be filed with the Owner.
- (3) Insurance Period. Such General Liability Insurance shall be maintained in effect at all times until final acceptance by the Owner of all of the completed construction, and products liability and completed operations liability for at least two (2) years thereafter.
- (4) Insurance Form. Such General Liability Insurance shall indemnify and defend the Contractor, its subcontractors and the Owner, as an additional named insured, and all of their officers, employees, servants, partners, agents and representatives from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by contract upon said parties, including Operations/Premises Liability, Independent Contractor's Protective Liability/Owner's Protective Liability, Completed Operations and Products Liability, Broad Form Blanket Contractual Liability, Owner, Non-owned, and Hired Vehicles and Equipment, and Broad Form Property Damage, including explosion, collapse and underground damage and loss of use. Such General Liability Insurance shall be provided on a comprehensive bodily injury and property damage liability form satisfactory to the Owner and shall name the Owner as an additional insured and shall cover and include Contractor's contractual indemnity of Owner. The coverage shall not include an unfunded self-insured retention. A Certificate of Insurance certifying such insurance policies have been issued to the Contractor shall be filed with the Owner in the amount and form and as required herein.

(c) Worker's Compensation.

- (1) Insurance Requirements. The Contractor and its subcontractors shall purchase and maintain industrial accident or worker's compensation insurance issued by an insurance company authorized to write such insurance in the State of Alaska covering bodily injuries, including death at any time resulting therefrom, suffered or alleged to have been suffered by any employee of the Contractor or its subcontractors by reason of or in the course of operations under the Contract.
- (2) Insurance Amount. The amount and type of such industrial accident or worker's compensation insurance shall be that required by law for all employees employed under the Contract who may come within the protection of such laws, and as required by the Certificate of Insurance required under (e) below.
- (3) Insurance Period. Such industrial accident and worker's compensation insurance shall be maintained in effect until final acceptance of the completed work and construction.
- (4) Failure to Maintain Worker's Compensation Insurance. The Contractor acknowledges and agrees that in the event it fails to maintain proper worker's compensation insurance

coverage, the State and the Owner may pursue any remedies provided by AS 23.30.045, terminate the Contract without liability, and/or take or pursue any other remedies otherwise provided by law.

(d) Builder's All Risk. Not Required

(e) Certificates of Insurance. Contractor shall deposit with the Owner not later than submittal of the signed Agreement and required bonds, Certificates of Insurance from its insurance companies certifying to the coverage of all of the insurance required in this section in the form, and in the amounts set forth on the form of Certificate of Insurance set forth in the Contract Documents, and as required herein, and shall furnish copies of all insurance policies at any time upon request of the Owner.

(f) Cancellation of Insurance.

- (1) The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse or reduce the amount of such insurance during the period of the Contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to a reduction in the amount of insurance until written notice has been first delivered to the Owner by the insuring company stating the date that such cancellation, lapse, or reduction shall be effective, which date shall not be less than thirty (30) days after the delivery of such notice to the Owner.
- (2) When a renewal of the policy is approaching, Contractor shall deposit evidence of renewal not less than twenty (20) days before expiration of the term of the policy.
- (3) The Owner shall have the right to require Contractor provide verification, including the right to inspect Contractor's records at reasonable times, to confirm the insurance called for herein is in force. If the Contractor fails to provide verification of full coverage of all the insurance required by the Contract Documents, at all times, Owner may, without liability, direct the Contractor cease any further operations, and remove all personnel and equipment from the project site until all such insurance is verified as being in full force and effect, or may, without liability, deem such failure to verify full coverage as a material breach and default and terminate the Contract without liability.

(g) Waiver of Subrogation. Each of the policies of insurance required herein shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation or consent to a waiver of right to recovery against the Owner.

(h) Insurance Companies. Unless such requirement is waived by the Owner in writing, all insurance companies issuing any insurance required in this section shall be member insurers included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.).

22. MINIMUM WAGE. The Contractor shall at all times pay not less than the minimum wage per hour for each classification of laborers, workers, or mechanics as set forth in the general prevailing wage rate schedule applicable at the time the work is performed published by the State of Alaska, as amended from time to time, and shall comply with all other provisions of Alaska Statutes, Title 36, Chapter 5 [Wages and Hours of Labor). Each Bidder, by submitting a

bid proposal, acknowledges and represents they have familiarized themselves with the prevailing wage rates and agree to pay and comply with said requirements relating to minimum wages.

23. ERRORS AND OMISSIONS. No consideration will be given by the OWNER to claim of error in a bid unless such claim is made to the OWNER within twenty-four (24) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the OWNER within forty-eight (48) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids. Relief may be granted only at the OWNER's discretion and in such event only for clerical errors.

24. SIGNING. Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the OWNER until the same has been completely signed by the Contractor and also signed on behalf of the OWNER. Failure to sign and return the required Contract of Work and acceptable bonds and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award and the forfeiture of the bid security.

25. CANCELLATION OF AWARD. The OWNER reserves the right to cancel the award without liability to the Bidder, except return of the bid security (if any), at any time before the Agreement has been fully signed by all parties, including the OWNER.

26. WITHDRAWAL OF BIDS. No Bidder may withdraw his bid after the time announced for the opening, or before both the "award and execution of the agreement, unless the award is delayed for a period in excess of sixty (60) days.

27. BID PROTESTS. An aggrieved bidder may file a bid protest within ten (10) calendar days after Notice of Intent to Award the contract is mailed.

END OF INVITATION FOR BID