

# REQUEST FOR PROPOSALS

## CITY OF CRAIG

### PILING REPLACEMENT AT CITY FLOAT AND JT BROWN DOCK

#### CRAIG, ALASKA

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**PROPOSALS ARE DUE NO LATER THAN 3:00 PM, THURSDAY APRIL 4, 2024**

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The City of Craig, Alaska is seeking services to replace two broken marine pilings, one located at 308 Front Street and one located at 100 JT Brown Drive in Craig, Alaska. The pilings to be replaced include a galvanized steel support piling at the Craig Float Dock (308 Front Street) and a creosote treated wood fender piling at the False Island Dock (100 JT Brown Drive).

**SCOPE OF WORK.** Respondents will provide the City of Craig a proposal to provide all labor, equipment, and materials to complete the following work:

1. Installation of a 16” diameter, 50’-55’ long galvanized steel support piling at the Craig City Float located at 308 Front Street. The top of the piling should be approximately level with the other pilings upon installation and will fit over the original 12” piling it is replacing.
2. Installation of a 13” - 14” diameter, 50’-55’ long creosote treated wood piling at 100 JT Brown Drive. The top of the piling should be level with other fender pilings in the area upon installation.
3. Removal and disposal of compromised wooden fender piling located at 100 JT Brown Drive.

#### **Respondent Proposal**

Respondents shall analyze the scope of work and present the most cost-effective proposal that meets that owner’s needs and budget to the city in response to this RFP. All proposals must be physically received by the City of Craig by mail or in person at Craig City Hall no later than 3:00pm April 4, 2024. Late or incomplete proposals 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. The deadline for project completion is May 17<sup>th</sup>, 2024.
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, including suitable documentation showing a minimum of five (5) previously successful marine piling installation/removal project of similar size and scopes, including current names, addresses, and contact numbers of the correspond piling/dock owners.
6. Estimate of total cost based on proposal.
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 terms of the proposal.
8. Certificates showing the type, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies.
9. All Bidders must provide evidence of authority to conduct business in Alaska to the extent required by law.

Proposals must be received at Craig City Hall (500 Third Street – Craig, Alaska) by 3:00 p.m. local time Thursday, April 4, 2024. Late submittals will not be considered. Proposals can be emailed to [harbormaster@craigak.com](mailto:harbormaster@craigak.com) with prior approval.

### **Award**

The City of Craig may award a contract for the solicited work to the most responsive applicant 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. If the City of Craig cannot reach an acceptable agreement with the most responsive applicant, the City may negotiate with the subsequent responsive applicant until an agreement is reached or no proposal meets the city's needs. Proposals shall be scored as follows:

1. Relevant work experience (up to 40 points)
2. Methodology (up to 30 points)
3. Cost estimate (up to 20 points)
4. Schedule of construction (up to 10 points)

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 proposal, the most responsive applicant shall provide the city:

1. Proof of insurance.

**Prince of Wales Emergency Resource Building Renovation**

***Official Proposal Form***

The City of Craig is accepting proposals to replace two marine pilings in Craig, Alaska as shown in the Invitation for Proposal Document. Interested applicants must complete this proposal form and return it in a sealed envelope to Craig City Hall by 3:00 p.m. Thursday, April 4, 2024. Please complete **ALL** areas below.

I submit the following cost of the attached proposal:        \$ \_\_\_\_\_

Proposal amount in words:

\_\_\_\_\_.

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

The estimated time-frame of work from start-to-finish if awarded: \_\_\_\_\_.

Proposal Terms: Terms are defined in the attached Invitation for Respondents.

**Signature**

By signing below, applicant agrees to bind themselves to the proposed amount and proposal terms in the Invitation for Proposals document.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of person signing this proposal

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Printed name of business

\_\_\_\_\_  
Mailing Address of Applicant

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

## INFORMATION FOR RESPONDENTS

1. **BACKGROUND INFORMATION.** The Front Street float is an L shaped structure attached to the Craig City Dock. The float and dock appear to date back to at least 1976. The original steel piling experienced accelerated corrosion due to a stray electric current from a lighting fixture affixed to the piling. A large portion of the compromised piling was removed with the remainder still embedded in the seabed, emerging approximately 24” from the seafloor. The original piling was a galvanized steel piling with a 12” diameter and between 45’-55’ in length. The new replacement piling will need to be 16” in diameter to fit over top of the remainder of the corroded piling. The fender piling located on JT Brown Drive was damaged in a boat collision and is due for removal and replacement due to the damages. The original piling is a creosote treated wooden piling, approximately 14” in diameter, and estimated to be 45’-55’ in length. The replacement piling is intended to match the original.

2. **PREPARATION OF PROPOSAL.** The OWNER invites proposals for replacement of pilings at two separate docks. Documents to be submitted at such time and place as is stated in the public notice inviting proposals.

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

3. **SIGNATURES.** All proposals shall give all information requested herein, and shall be signed by the Respondent or their authorized representative with the respondent’s 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 proposal, alternative proposals or any other modifications of the proposal documents that are not specifically called for in the Contract Documents may result in the OWNER's rejection of the proposal as not being responsive to the Notice to Contractors Inviting Proposals. No oral or telephone modification of any proposal submitted will be considered. Any respondent may modify his proposal 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 closing time for receipt of proposals, provided such communication is received by the OWNER prior to the proposal closing time.

5. **ERASURES.** The proposal 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 proposal.

6. **EXAMINATION OF THE SITE, DRAWINGS, ETC.** Each Respondent shall visit the site of the proposed work and become acquainted with the conditions relating to the work and labor, so that they 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 become acquainted with conditions there existing shall in no way relieve the Respondent from obligations with respect to their proposal or to full performance of the Contract. The submission of a proposal 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-proposal meeting.

7. **ADDENDA.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the proposal 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 proposal 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 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 within the city's project budget and who furnishes satisfactory evidence that they have the requisite licenses, qualifications, experience and ability and that they have 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 proposals of the participants in such collusion will be considered.

**13. REJECTION OF PROPOSALS.** The OWNER reserves the right to reject any proposal which is nonresponsive, incomplete, obscure or irregular; any proposal which omits anyone or more items on which the proposals are required; any proposal in which unit prices are unbalanced in the opinion of the OWNER; any proposal from Respondents who have previously failed to perform properly or to complete on time contracts of any nature.

**14. INTERPRETATION OF DOCUMENTS PRIOR TO PROPOSAL SELECTION.** Respondents are notified to examine thoroughly the RFP, information for Respondents, the form of agreement, and the other contract documents. If any person contemplating submitting a proposal 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, they may submit to the Craig Harbor Master, at [harbormaster@craigak.com](mailto:harbormaster@craigak.com) or at fax no. (907) 826-3404, 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 either the Craig Harbor Master or 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 proposal submittal, 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 the proposal has 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 PROPOSAL.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals 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 proposals, waive any informalities or irregularity in the proposal 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 most complete proposal after initial selection, approval, and successful negotiation of a contract. The OWNER shall determine in its own discretion whether a respondent is responsible and qualified to perform the Contract, or in the best interest of the OWNER. If no agreement is reached between the most responsive applicant and the OWNER, the next most responsive proposal will be selected for negotiations until a contract is awarded or no responsible proposals remain. Favorable alternatives offered in attached proposals may also be factored into the selection of the contract award.

**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 proposal is accepted fails, neglects or refuses to furnish the required worker's compensation and other insurance certificates or policies, or to execute the Agreement, such respondent shall not be selected. The OWNER may then select the lowest responsive respondent and deliver a notice of acceptance of proposal to such lowest responsive applicant.

**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.).

**20. 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 applicant, by submitting a 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.

**21. ERRORS AND OMISSIONS.** No consideration will be given by the OWNER to claim of error in a proposal unless such claim is made to the OWNER within twenty-four (24) hours after the time stated for receiving proposals in the Notice to Contractors Inviting Proposals, 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 proposals in the Notice

to Contractors Inviting Proposals. Relief may be granted only at the OWNER's discretion and in such event only for clerical errors.

**22. 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.

**23. CANCELLATION OF AWARD.** The OWNER reserves the right to cancel the award without liability to the applicant at any time before the Agreement has been fully signed by all parties, including the OWNER.

**24. WITHDRAWAL OF PROPOSALS.** No applicant may withdraw their proposal 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.

**25. PROPOSAL PROTESTS.** An aggrieved applicant may file a formal protest within ten (10) calendar days after Notice of Intent to Award the contract is mailed.

#### **END OF INVITATION FOR PROPOSALS**