

REQUEST FOR PROPOSALS

SUPPLY OF HEAVY EQUIPMENT & OPERATORS

The City and Borough of Sitka will receive sealed proposals no later than **2:00:00 p.m. local time, Thursday, May 24, 2018** at the office of Public Works, 100 Lincoln Street, Sitka, Alaska 99835.

Questions can be directed to Dan Tadic, PE, at (907)747-1807 or publicworks@cityofsitka.org

RFP documents can be downloaded from the web www.cityofsitka.com (click on the Bids & RFPs link).

The City and Borough of Sitka reserves the right to reject any and all bids and to waive informalities.

CITY AND BOROUGH OF SITKA

Dan Tadic

By: Dan Tadic, P.E.
Acting Public Works Director

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REQUEST FOR PROPOSALS
by
THE CITY AND BOROUGH OF SITKA, ALASKA
for
SUPPLY OF HEAVY EQUIPMENT & OPERATORS

A. Overview

The City and Borough of Sitka (CBS) is soliciting proposals for on-call Contractor owned heavy equipment, operators, and laborers to support CBS water, sewer, storm and roadway construction or repair needs as well as for snow removal. Contractors are encouraged to submit proposals that identify equipment and employees which could be available at a pre-determined rate to work in conjunction with CBS staff and equipment. The rates are to include the full cost of operating the equipment with an operator (as applicable), to include but not limited to all costs, expenses, overheads, profits and other payments, fuel, oil, water, equipment repairs and equipment maintenance. The intent of this Request For Proposals is to use Contractor-owned heavy equipment and operators for emergency or heavy-need (i.e., snow removal) periods, but CBS reserves the right to use this list for other purposes.

A priority-ranked list of Contractors, with associated equipment and rates will be kept on file, The priority ranking will be based on contractor rates, history of performance, resumes, equipment availability, and a CBS inspection of the equipment offered by the Contractor at the discretion of CBS. Contractors shall be called on an “as-needed” basis based on the priority ranking. CBS reserves the right to re-order the priority ranking after each service “call out.” CBS also reserves the right to call any Contractor from the list if, in the opinion of CBS, that Contractor is more qualified due to a job-specific equipment and/or experience need.

Rates provided will remain in effect from receipt of the Contractor’s insurance and information to **May 1, 2020**. Mobilization and demobilization of equipment to/from the work site will be incidental to the quoted operated rate and no separate payment will be made for trailers or haul vehicles.

All “call outs,” instructions, supervision, and payments shall be coordinated by the CBS Department Head or their authorized representative. Contractor must answer the phone call made to the phone numbers provided on this form, and commit to the schedule and equipment list required by CBS during that call out. Failing either of these, CBS will call the next Contractor on the priority list.

B. Contract and Insurance

Contractor(s) will be required to execute an Agreement (on a time and material basis) with a total amount Not To Exceed (NTE) **\$25,000.00** per callout within ten (10) days from the date when Notice of Award is delivered to the Bidder. Notice of Award shall be accompanied by the necessary Agreement. The Owner within ten (10) days of receipt of the Agreement signed by the party to whom the Contract is awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The additional documents specifically incorporated into the agreement by reference and which form the contract documents are:

- A. Request for Proposal by the City and Borough of Sitka for Supply of Heavy Equipment & Operators dated _____, 2018.
- B. The Contractor's Proposal, dated _____, 2018.
- C. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- D. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.

Before the execution of the Contract, the Contractor(s) shall obtain all insurance required under this section; and they shall not allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance applicable to the work. The Contractor(s) shall maintain insurance throughout the life of this Contract.

Proof of the required insurance shall be provided to the CBS in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date, and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. **All insurance policies required under this Article shall name the CBS as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CBS.**

Contractors shall submit the following certificates of insurance:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Worker's Compensation
Employer's Liability and Workers' Compensation
as required by Alaska State Workers' Compensation
Statutes. | <p>Minimum Limits
Statutory</p> |
| <ul style="list-style-type: none"> 2. Comprehensive General Liability
Single Limit
General Aggregate | <p>Minimum Limits
\$2,000,000
\$2,000,000</p> |
| <ul style="list-style-type: none"> 3. Comprehensive Automobile Liability
Including all owned, hired and non-owned vehicles | <p>Minimum Limits
\$2,000,000</p> |

C. Payment

Copies of time sheets, material receipts, run time hours for each piece of equipment shall be submitted with an invoice to the CBS, 100 Lincoln Street, Sitka AK 99835. Send invoices to the attention of the CBS Department that authorized the work or the corresponding CBS Department Head or authorized representative that supervised the work. No payment will be made if Contractor commits to a specific suite of equipment during the "call out", however mobilizes a different suite.

D. Submissions and Inquiries

CBS encourages disadvantaged, minority, and women-owned Contractors to respond. Submit your Proposal in a sealed envelope to:

City and Borough of Sitka, Public Works Department
100 Lincoln Street, Room 201
Sitka, Alaska 99835

Proposals will be received until **2:00:00 p.m. local time Thursday, May 24, 2018.**

Any questions regarding this project should be directed to Dan Tadic, P.E., Municipal Engineer, at publicworks@cityofsitka.org, or (907) 747-1807.

E. Required Information

Contractor Name:

Address:

E-mail address:

State of Alaska Business License #, classification & limitation:

Contact persons:

(1) _____ Phone number: _____

(2) _____ Phone number: _____

After hours, weekends and holidays:

(1) _____ Phone number: _____

(2) _____ Phone number: _____

List and describe 5 projects completed for the City and Borough of Sitka within the last 5 years. Include scope, approximate budget, and a contact person. If you haven't completed 5 projects for CBS, other projects within the City are acceptable.

Provide resumes for the contact persons provided above, as well as all equipment operators you'd like us to consider. Provide a list of all operators and laborers. Individual operators and laborers can be added at any time during the term of the Contract, with CBS approval.

Type of Equipment (Owned) or Labor (provide make & model of each; blank spaces provided at end for additional equipment)	Operated Rate (\$)		
	per hour	half-day (4 hours)	full-day (8 hours)
Rubber-tired backhoe w/ operator: make & model, year, bucket capacity, reach.			
Mini-excavator w/ operator: make & model, year, bucket capacity, reach.			
Excavator (1 of 3) w/ operator: make & model, year, bucket capacity, reach.			
Excavator (2 of 3, if available) w/ operator: make & model, year, bucket capacity, reach.			
Excavator (3 of 3, if available) w/ operator: make & model, year, bucket capacity, reach.			
Wheel loader w/ operator: make & model, year, bucket capacity, weight.			
Dump truck (1 of 5, if available) w/ operator: make & model, year, capacity, high lift (yes or no).			
Dump truck (2 of 5, if available) w/ operator: make & model, year, capacity, high lift (yes or no).			
Dump truck (3 of 5, if available) w/ operator: make & model, year, capacity, high lift (yes or no).			
Dump truck (4 of 5, if available) w/ operator: make & model, year, capacity, high lift (yes or no).			
Dump truck (5 of 5, if available) w/ operator: make & model, year, capacity, high lift (yes or no).			
Bulldozer w/operator: make & model, year			

Type of Equipment (Owned) or Labor (provide make & model of each; blank spaces provided at end for additional equipment)	Operated Rate (\$)		
	per hour	half day (4 hours)	full day (8 hours)
Vibratory Roller compactor w/ operator make & model, year, weight			
Large plate compactor w/ operator make & model, year, weight:			
Small plate compactor w/ operator make & model:			
Hoe pack make & model, year:			
Jumping-jack compactor w/ operator make & model, year:			
Pneumatic Jackhammer w/ operator make & model, year:			
Light tower w/ generator make & model, year:			
Grader w/ operator make & model, blade width, year:			
Snow plow (4-wheeler-based) w/ operator make & model, year:			
Snow plow (pickup truck-based, 1 ton or smaller) w/ operator make & model, year:			
Snow plow (dump truck-based, larger than 1 ton) w/ operator: make & model, year			
Dewatering pump: make & model, gpm, year			
Trailer-mounted pump: make & model, gpm, year			
Fusion machine w/certified operator: make & model, maximum diameter pipe, year			
Fusion machine: make & model, maximum diameter pipe, year			

Type of Equipment (Owned) or Labor (provide make & model of each; blank spaces provided at end for additional equipment)	Operated Rate (\$)		
	per hour	half-day (4 hours)	full-day (8 hours)
Steel road plate, 6' x 10' by 1" (minimum size) quantity & actual size (per plate)			
Laborer, straight time			
Traffic Control Technician (Flagger), straight time			
Traffic Control Supervisor, straight time			
Rental equipment operator			
Shoring/Trench Box (description, dimension)			

Any work performed over 8 hours in one day will be paid at the hourly rate.

By signing this proposal, you are confirming that you are an authorized representative of this company and will honor the prices provided in this proposal.

Contractor Name

Your Name

Title

Signature

Date

I hereby acknowledge receipt of the following Addenda:

Addendum No. _____ Initials _____
 Addendum No. _____ Initials _____
 Addendum No. _____ Initials _____

CITY AND BOROUGH OF SITKA

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR SUPPLY OF HEAVY EQUIPMENT & OPERATOR

This Agreement is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA
100 LINCOLN STREET
SITKA, ALASKA 99835

CONTRACTOR:

The Owner and Contractor agree to the following terms and conditions concerning the Supply of Heavy Equipment and Operator, as set forth below.

TIME OF COMMENCEMENT AND COMPLETION

The on-call work shall commence upon receipt of the Notice to Proceed and end at the end of the day May 1, 2020.

ENUMERATION OF CONTRACT DOCUMENTS

The additional documents specifically incorporated into the agreement by reference and which form the contract documents are:

- A. Request for Proposal by the City and Borough of Sitka for Supply of Heavy Equipment & Operators dated April 23, 2018.
- B. The Contractor's Proposal, dated _____, 2018.
- C. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- D. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.

PAYMENT

Compensation will be paid on a time and material basis at the rates identified in the _____ ("Contractor") bid proposal signed and dated _____, 2018 (___ pages, attached), subject to Contractor's satisfactory performance, in a total amount Not to Exceed (NTE) \$25,000.00 per call out. The same rates noted above will

also be used for emergency call outs when required.

Contractor shall **not** begin any phase of the work without verbal authorization by Owner.

Contractor shall present an invoice(s) to Owner's authorized representative. Such invoice(s) shall describe the work for which it seeks payment and shall document expenses and fees. Additionally, copies of timesheets, material receipts, and the number of hours of run time on each piece of equipment shall be submitted to the satisfaction of Owner's authorized representative.

Owner shall make payment on invoices within 30 days of the invoices' receipt and approval by Owner's authorized representative.

NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

OWNER

City and Borough of Sitka
Public Works Director
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR

INSURANCE AND INDEMNIFICATION

Before the execution of the Contract, the Contractor shall obtain all insurance required under this section; and they shall not allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance applicable to the work. The Contractor shall maintain insurance throughout the life of this Contract including the warranty, guarantee and maintenance period.

Proof of the required insurance shall be provided to the CBS in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. ***All insurance policies required under this Article shall name the CBS as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CBS.***

The Contractor, its principals, partner, employees, agents, representatives, heirs or assigns, hereby agrees to protect, defend, save harmless and indemnify the CBS, its officials, employees and authorized representatives or its successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever from or by

reason or on account of, as a result of work or activities or any nature whatsoever arising directly or indirectly under this Contract including any claims for injury to person or property or death to the parties or to employees of the Contractor or its principals or of the CBS.

The Contractor shall provide the following types of insurance:

- | | | |
|----|------------------------------------------------------------------------------------------------------------|----------------|
| 1. | Worker's Compensation | Minimum Limits |
| | Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes. | Statutory |
| 2. | Comprehensive General Liability | Minimum Limits |
| | Single Limit | \$2,000,000 |
| | General Aggregate | \$2,000,000 |
| 3. | Comprehensive Automobile Liability | Minimum Limits |
| | Including all owned, hired and non-owned vehicles | \$2,000,000 |

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in City and Borough of Sitka Standard Specifications, Division 10, Article 6.18. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this Contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this Contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

NONDISCRIMINATION

Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, disability, sex, marital status,

changes in marital status, pregnancy or parenthood. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor shall post, in conspicuous places, available to employees and applicants for employment, a notices setting out the provisions of this paragraph.

Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this agreement between Owner and Contractor for the Supply of Heavy Equipment & Operator.

CITY AND BOROUGH OF SITKA

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Michael Harmon
Public Works Director

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Date

Date

Contract Number