



	Approved	Denied
Date Action Taken:	9/24/07	
Other:		
Verified by:	Kornitz	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 07-61**

**TITLE: AWARD OF CONTRACT TO DUKES ELECTRIC, INC., IN AN AMOUNT NOT TO EXCEED \$30,871 PER YEAR TO PERFORM ELECTRICAL INSTALLATION/REPAIR FOR CITY OWNED FACILITIES.**

Agenda of: September 24, 2007

Date: September 14, 2007

Originator: William A. Miller, Purchasing Officer *WAMiller*

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>Doranne M. Keller</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>Sandra Hall 9-14-07</i>
X	City Clerk	<i>Kornitz</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:** *Dianne M. Keller 9/14/07*

**FISCAL IMPACT:**  yes \$30,871 or  no Funds Available  yes  no

Account name/number:

- \$5,050 001-4320-432.40-30 Roads – Purchased Property Repair & Maintenance
- \$15,000 001-4330-433.40-30 Property – Purchased Property Repair & Maintenance
- \$2,000 001-4510-451.50-90 Museum – Other Purchased Services
- \$8,821 001-4520-452.40-91 Parks Maintenance – Contractual Services

Subject to annual appropriation to expenditure account

Attachments: Invitation to Bid No. 0677-0-2008/WM Bid Matrix

**SUMMARY STATEMENT:** In accordance with WMC 5.08.110, on May 18, 2007, the City of Wasilla issued Invitation to Bid (ITB) 0677-0-2008 for electrical installations/repairs for City buildings and structures. In accordance with WMC 5.08.070, Administration is seeking Council approval of this contract not to exceed \$30,871 per year in FY 2008, 2009, and 2010.

In response to the ITB, bids were received from Dukes Electric, Inc., of Wasilla and Electric Power Constructors, Inc., of Anchorage. Dukes Electric, Inc., was the apparent low bidder at the bid opening, and following a thorough review of the bids, the Purchasing/Contracting Officer confirmed that their bid conformed in all material respects to the solicitation.

**SCOPE OF SERVICES:** The City of Wasilla is seeking bids for the services of a licensed electrical contractor to perform ad-hoc electrical installation, maintenance and/or repairs to be performed on an as-needed basis for City owned facilities located within the Wasilla city limits. The term of the contract resulting from this solicitation shall be for a period of three (3) years with the option to renew for two additional one (1) year terms if mutually agreeable by both parties. The City of Wasilla reserves the right to make award to more than one electrical contractor to ensure adequate coverage of services and prompt response time to City needs. This solicitation is subject to local contractor preference in accordance with WMC 5.08.190.

The City reserves the right to competitively bid any project determined to be larger than the scope of services requested herein or involving an estimated budget cost of greater than \$10,000. The work done under the resulting contract may be subject to Title 36 depending upon the cost of each individual project administered during the term of the contract as defined in Alaska Statute 36.05.070. For more information on Title 36, you may reference <http://labor.state.ak.us/lss/pamp600.htm> which is the State of Alaska website for Title 36 Public Contracts.

- 1.1. The successful contractor shall provide all labor, equipment and permits required to complete all electrical services requested by the City.
- 1.2. Contractor shall be able to start all non-emergency projects within ten (10) days after notification from the City. The Contractor shall complete each non-emergency job within the time specified in their job estimate.
- 1.3. Contractor shall respond to requests for emergency service within two (2) hours after notification.
  - 1.3.1. For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property, or a condition that will affect an essential service as determined by the City.
  - 1.3.2. Vendor shall provide twenty-four (24) hour point of contact phone number(s) in their bid. The telephone number/beeper shall not be forwarded to an answering machine.
- 1.4. Installation of all materials and equipment must meet NEC industry standards in all respects with specific attention given to system grounding, surge/lightening protection, applicable Fire and Electrical Codes, and to the methods employed for wiring, cabling, terminations, cable and wire labeling, documentation, wire

codes, equipment room layouts, general appearance and operating performance.

- 1.5. All work shall be scheduled at the convenience of the City to prevent interference with any City functions, services or events.
- 1.6. All work must be performed in a safe manner. All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, and Local regulations. No ladders, tools or equipment shall be left unattended. The contractor shall be solely responsible, and at its sole expense immediately repair, replace or otherwise remedy any damage made to the existing grounds or buildings, systems, and/or equipment caused by the contractor or his employees in the performance of their work and shall return same to its original condition at no additional cost to the City. If any shutdown of services is required, the contractor must contact the Maintenance Supervisor prior to shutdown.
- 1.7. The contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but shall not be limited to the following:
  - 1.7.1. There shall be no weapons, drugs or alcohol on the premises.
  - 1.7.2. No smoking on the premises unless there is a smoking designated area and the smoking is conducted in such area designated as smoking area.
  - 1.7.3. No exterior doors are left opened or unlocked.
  - 1.7.4. The contractor shall be polite and courteous at all times.

**MINIMUM REQUIREMENTS:** Proposers who are interested in this Solicitation shall have, at a minimum, the following capabilities:

- 1.1. All electrical work and materials shall be in accordance with the National Electric Code (Latest Edition), the City of Wasilla Municipal code, and all other authorities having jurisdiction over the installation practice.
- 1.2. Sufficient personnel shall be assigned to complete all work in a timely manner.
- 1.3. The Contractor/Journeyman assigned to the City must have a valid State of Alaska Electrician Journeyman Certificate of Fitness and be licensed by the State of Alaska to provide electrical contractor services.
- 1.4. All work by an Apprentice/Helper shall be under the direct supervision of a certified journeyman electrician and in accordance with Alaska Administrative Code Title 7. The use of helpers and/or apprentices is subject to determination of need jointly by the contractor and the City of Wasilla. It is the assumption of the City that only one journeyman is required for most services.

- 1.5. Contractors shall warranty all work performed under this contract award for a period of one (1) year from service. If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in material or workmanship, the contractor shall, under notice from the Maintenance Supervisor, promptly proceed to repair or replace the faulty item without incurring additional expense to the City. If the contractor fails to repair or replace the faulty item within a reasonable time after notice, the City may hire another contractor to repair or replace the faulty item and charge the cost to the contractor.

**SITE EXAMINATION:** It will be presumed that each bidder has made a reasonable examination of all City locations and sites of work to be done under this contract, and has satisfied himself as to actual conditions and requirements.

**PRE-JOB REQUIREMENTS:** Any work that is estimated to include more than two (2) hours requires that a written quotation be provided to and approved by the Department Head or Maintenance Supervisor. Any work that is estimated to include more than 6 hours, or requires a second technician, requires that a written quotation be provided to and approved by both the Department Head or Maintenance Supervisor and the Purchasing Officer. Invoices issued for work that does not include such approved documentation may be rejected at the discretion of the City.

**SUBCONTRACTORS:** The City anticipates that the duties of the scope of services will not be subcontracted. Any intention to subcontract, and the name of the proposed subcontracting firms, must be clearly identified in the bid. The reasons for subcontracting must be stated. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City.

**INSURANCE REQUIREMENTS:** In conjunction with Section 12 – Insurance Schedule (above), the City will accept written proof of contractors insurability submitted with sealed bid; also provide proof of applicable licensing. When bid is accepted and before a contract is signed, successful bidder will provide the City of Wasilla with a Certificate of Liability Insurance for a minimum amount of two-million (\$2,000,000.00) dollars and naming the City of Wasilla as an additional insured. Certification shall be provided to the City prior to commencement of any work.

**DELIVERY:** As a requirement of this Solicitation and not allowable as an *exception to the Solicitation*, Bidders shall offer delivery and/or shipping costs prepaid FOB Wasilla for all materials.

**CLEANUP:** The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus materials, rubbish and debris shall be disposed of by the contractor and at the contractor's expense. The work area shall be cleaned at the end of each work day unless prior approval has been granted by the City. The City shall not be responsible for theft or damage to the contractor's property. In the event that a project cannot be finished by the end

of the work day, the contractor shall secure the area in a way that is safe to the public and City personnel.

**PRICING:** Bid price shall include labor, equipment and permits required to complete all electrical and/or data projects requested by the City. Prices bid shall not include any taxes, Local, State or Federal, as the City is not liable. All labor rates shall include overhead and profit. Any submittals which do not include overhead and profit in the base hourly labor rate will not be accepted. Any payment for travel time or mileage, to and from the jobsite, will not be paid by the City. Payment for travel time to and from the jobsite is strictly the contractor's responsibility. Contractors shall provide a percentage mark-up for materials with their bid return. Materials used in the performance of this contract are to be supplied at the vendor's invoice price, plus the appropriate percentage markup. When applicable, the City reserves the right to furnish certain materials required in the completion of work under this contract.

**ACTION:** Council is requested to authorize the award of a contract for electrical installations/repairs for City buildings and structures to Dukes Electric, Inc., of Wasilla in an amount not to exceed \$30,871 per year. The term of the contract shall be for three (3) years commencing October 1, 2007. The continuation of the new Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council. The City may terminate this Contract, and Dukes Electric, Inc., waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.