



CITY & BOROUGH OF WRANGELL SPECIAL ASSEMBLY MEETING AGENDA

**Thursday, December 8, 2016
12:00 p.m. (noon)**

Location: Assembly Chambers, City Hall

1. Call to Order
2. Roll Call
3. Conflict of Interest
4. Persons to be Heard
5. Item of Business
 - a. Review of bids received for Wrangell City Dock Lighting Project and possible award of bid for the project
6. Adjournment

Agenda Item 5a

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY SPECIAL AGENDA ITEM December 8, 2016

INFORMATION:

Review of bids received for Wrangell City Dock Lighting Project and possible award of bid for the project

Attachments:

1. Memo from Amber Al-Haddad, PW Director
2. Preliminary Bid Tab
3. Bid received from Tongass Electric (4 pages)
4. Bid received from Buness Electric (3 pages)
5. Bid Information (modified for review) (14 pages)
6. Correspondence from Buness Electric (4 pages)
7. Correspondence from Tongass Electric (7 pages)
8. WMC Section 5-10-040 (D)

*** The Assembly may wish to hear the public or written testimony on this item before the Assembly Discussion.**

RECOMMENDED ACTION:

Assembly Discussion and Possible Action.

MEMORANDUM

5a-1

TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL

FROM: AMBER AL-HADDAD, PUBLIC WORKS DIRECTOR

SUBJECT: CONSTRUCTION CONTRACT AWARD
WRANGELL DOCK LIGHTING

DATE: November 21, 2016

BACKGROUND

The City and Borough of Wrangell received a grant from the State of Alaska Department of Commerce, Community and Economic Development (DCCED) for the Commercial Passenger Vessel Facility Projects (aka City Dock). An invitation to bid was issued for the construction of the Wrangell Dock Lighting project for which bids were due by 10:00 a.m. on Tuesday, November 29, 2016.

The work will take place at Wrangell's City Dock. The project was developed to include a Base Bid for replacing the 240V single phase service with a 240V, three phase service, replacing the new service equipment in the uplands, new lighting on the dock, and a new power center on the dock with 208V receptacles among other features. The Base Bid was estimated at \$250,000 - \$260,000.

An Additive Alternate A was developed as an upgrade to the power center that includes a different electrical service, different service equipment, different feeders, etc. This includes leaving the existing 240V, single phase service in place and providing a new 480V, three phase service, new service equipment in the uplands, new feeders to the float and a new power center on the dock with both 208V and 480V receptacles. The Additive Alternate A was estimated at \$30,000 - \$40,000.

Nine bids were received. Tongass Electric was the low bidder, with a combined Base Bid and Additive Alternate A bid amount of \$246,577.79. This project amount is within the funds available for this project from the State of Alaska, DCCED grant for Wrangell's City Dock facility improvements. It is the intent to include the construction of the work under the Base Bid and the power upgrade identified under Additive Alternate A.

RECOMMENDATION

Move to approve a contract award to Tongass Electric for construction of the Wrangell Dock Lighting project, including both the Base Bid and Additive Alternate A, in the total amount of \$246,577.79. Funding for this project is to come from the DCCED grant for the Commercial Passenger Vessel Facility.

ATTACHMENTS

1. Preliminary Bid Tabulation Summary for the Wrangell Dock Lighting project
2. Tongass Electric's Bid

Wrangell Dock Lighting
 Bid Opening Checklist and Tabulations

Bid Opening Date: November 29, 2016 @ 10:00 a.m. - Assembly Chambers

Bidder's Name	Signed Bid	Bid Bond	AK Business License	AK Contractors License	Addenda Acknowledged	Base Bid	Additive Alternate A	Base Bid Modification	Additive Alternate A Modification	Total Project (including modifications)
					#1					
Johnson Construction & Supply	x	x	x	x	x	\$ 347,134.00	\$ 54,604.00			\$ 401,738.00
Tongass Electric	x	x	x	x	x	\$ 204,585.15	\$ 27,195.00	\$ 14797.64		\$ 246,577.79
Buness Electric	x	x	x	x	x	\$ 224,480.00	\$ 29,960.00			\$ 254,440.00
Alaska Electric	x	x	x	x	x	\$ 300,000.00	\$ 60,000.00	\$ (62,000.00)	\$ (22,000.00)	\$ 276,000.00
EverElectric	x	x	x	x	x	\$ 255,000.00	\$ 35,000.00			\$ 290,000.00
Sitka Electric	x	x	x	x	x	\$ 300,000.00	\$ 50,000.00	\$ (50,835.00)	\$ (9,133.00)	\$ 290,032.00
LiveWire	x	x	x	x	x	\$ 276,541.00	\$ 296,729.00			\$ 573,270.00
Chatham Electric	x	x	x	x	x	\$ 270,000.00	\$ 40,000.00	\$ (13,705.00)	\$ (7,322.00)	\$ 288,973.00
Puffin Electric	x	x	x	x	x	\$ 550,000.00	\$ 100,000.00	\$ (293,335.00)	\$ (64,573.00)	\$ 292,092.00

Verified By:

Kurt Lane

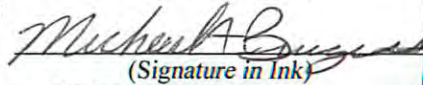
Witnessed By:

Amber A. Haddad

Page 1 of 1

SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated:	<u>November 25, 2016</u>	Bidder:	<u>Tongass Electric</u> (Company Name)
Contractor's License No.:	<u>114300</u>	By:	 (Signature in Ink)
Telephone No.:	<u>907-329-2054</u>	Printed Name:	<u>Micheal Burgess</u>
Facsimile No.:	<u>907-329-2054</u>	Title:	<u>Owner</u>
		Address:	<u>114 NW Coho Drive</u> (Street or P.O. Box) <u>Coffman Cove, Alaska 99918</u> (City, State, Zip)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:
- Signed Bid, Section 00300 (includes Addenda receipt statement)
 - Completed Bid Schedule, Section 00310
 - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
10. Unless otherwise notified by the Borough Manager, the apparent low Bidder is required to complete and submit, within five days after the "Notice of Intent to Award" letter, the following documents:
- Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within ten days after the date stated in the "Notice of Intent to Award" letter, the following executed documents:
- Alaska Business License
 - Agreement Forms, Section 00500
 - Performance Bond, Section 00610
 - Payment Bond, Section 00620
 - Certificates of Contractor Insurance Section 00700 and Section 00800
12. The successful Bidder will be required to submit, within ten Days after the date stated in the "Notice to Proceed" the following executed documents:
- Certificates of Subcontractor Insurance Section 00700 and Section 00800
 - One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

END OF SECTION

SECTION 00300 - BID

BID TO: CITY & BOROUGH OF WRANGELL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled:

WRANGELL DOCK LIGHTING

2. Bidder accepts all terms and conditions of the Contract Documents, *including without limitation* those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued
1	November 21, 2016

Addenda No.	Date Issued

Michael Burgess, Owner, Tongass Electric
Give number and date of each Addendum above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.

SECTION 00310 - BID SCHEDULE

WRANGELL DOCK LIGHTING - BASE BID

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
01505.1	Mobilization	LS	All Req'd	4000	00	4000	00
16000.1	Electrical	LS	All req'd	200585	15	200585	15

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN FIGURES: \$ 204,585.15

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN WORDS: Two hundred and four thousand, five hundred eighty five dollars and fifteen cents

WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
16000.1-A	Electrical	LS	All Req'd	27195	00	27195	00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN FIGURES: \$ 27,195.00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN WORDS: Twenty seven thousand, one hundred and ninety five dollars

BIDDER'S NAME: Micheal Burgess, Owner of Tongass Electric

DATE OF BID: November 25, 2016

END OF SECTION

Modification

SECTION 00310 - BID SCHEDULE

RECEIVED
NOV 28 2016
WRANGELL CITY HALL

WRANGELL DOCK LIGHTING - BASE BID

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
01505.1	Mobilization	LS	All Req'd	4000	00	4000	00
16000.1	Electrical	LS	All req'd	215,382	79	215,382	79

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN FIGURES: \$ 219,382.79

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN WORDS: Two hundred and four thousand, five hundred eighty five dollars and fifteen cents

WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
16000.1-A	Electrical	LS	All Req'd	27195	00	27195	00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN FIGURES: \$ 27,195.00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN WORDS: Twenty seven thousand, one hundred and ninety five dollars

BIDDER'S NAME: Micheal Burgess, Tongass Enterprises LLC, DBA Tongass Electric

DATE OF BID: November 25, 2016

END OF SECTION

WRANGELL DOCK LIGHTING

BID SCHEDULE
Page 00310-1

SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated:	<u>11-29-2016</u>	Bidder:	<u>BUNESS ELECTRIC LLC</u> (Company Name)
Contractor's License No.:	<u>CONS 38100</u>	By:	<u>[Signature]</u> (Signature in Ink)
Telephone No.:	<u>907 305 0547</u>	Printed Name:	<u>JORDAN T BUNESS</u>
Facsimile No.:	<u>907 874 3122</u>	Title:	<u>Owner</u>
		Address:	<u>PO Box 66</u> (Street or P.O. Box)
			<u>WRANGELL AK 99929</u> (City, State, Zip)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

- Signed Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)

10. Unless otherwise notified by the Borough Manager, the apparent low Bidder is required to complete and submit, within five days after the "Notice of Intent to Award" letter, the following documents:

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, within ten days after the date stated in the "Notice of Intent to Award" letter, the following executed documents:

- Alaska Business License
- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Contractor Insurance Section 00700 and Section 00800

12. The successful Bidder will be required to submit, within ten Days after the date stated in the "Notice to Proceed" the following executed documents:

- Certificates of Subcontractor Insurance Section 00700 and Section 00800
- One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

END OF SECTION

WRANGELL Dock Lighting
~~WOOD STREET~~
IMPROVEMENTS

SECTION 00300 - BID

BID TO: CITY & BOROUGH OF WRANGELL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled:

WRANGELL DOCK LIGHTING

2. Bidder accepts all terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued
# 1	11-21-16		

Give number and date of each Addendum above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.

SECTION 00310 - BID SCHEDULE

WRANGELL DOCK LIGHTING - BASE BID

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
01505.1	Mobilization	LS	All Req'd	0	0	0	0
16000.1	Electrical	LS	All req'd	224,480	00	224,480	00

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN FIGURES: \$ 224,480.00

TOTAL WRANGELL DOCK LIGHTING - BASE BID

AMOUNT IN WORDS: two hundred twenty four thousand four hundred eighty dollars & 00/100

WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
16000.1-A	Electrical	LS	All Req'd	29,960	00	29,960	00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN FIGURES: \$ 29,960.00

TOTAL WRANGELL DOCK LIGHTING - ADDITIVE ALTERNATE A

AMOUNT IN WORDS:

twenty nine thousand nine hundred sixty & 00/100

BIDDER'S NAME: BUNESS ELECTRIC LLC. PO Box 66

WRANGELL, AK 99929

DATE OF BID: 11-29-2016

END OF SECTION

WRANGELL CITY DOCK LIGHTING

PROJECT MANUAL



NOVEMBER 2016

SECTION 00005 - TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

BIDDING AND CONTRACT REQUIREMENTS		No. of Pages
00005	Table of Contents	2
00030	Notice Inviting Bids	2
00100	Instructions to Bidders	8
00300	Bid	2

SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

WRANGELL DOCK LIGHTING

Notice is hereby given that the City and Borough of Wrangell, Alaska will receive sealed bids for the construction of **WRANGELL DOCK LIGHTING**.

The Contract Documents are available in electronic format only and are available for viewing and/or downloading from the City and Borough of Wrangell website (www.wrangell.com) under the Bids and RFP's section. Downloading Contract Documents from the City and Borough of Wrangell's website requires registration with the Borough Clerk to be placed on the Plan Holders List and to ensure receipt of subsequent Addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all Addenda affecting this Solicitation. To be registered, contact the Borough Clerk at 907-874-2381 or at clerk@wrangell.com

DESCRIPTION OF WORK. The WORK consists of all activities necessary to construct the Wrangell Dock Lighting, as shown in the contract documents. The Work includes mobilization, demolition and disposal of existing electrical system on the dock, replacement of service or addition of a service, replacement of uplands rack mounted equipment including service equipment and enclosures, re-powering of existing services, new light poles and luminaires with new structural bases, new power center, conduit, conduit supports, conductors, cables, and all other work required and shown to provide a fully functional electrical system with the features shown. The Work is comprised of a Base Bid and an Additive Alternate A. The Engineer's estimate for the Base Bid is \$250,000 - \$260,000 and the estimate for the Additive Alternate A is \$30,000 - \$40,000.

SITE OF WORK. The WORK is located at the Wrangell City Dock on Front Street in Wrangell, Alaska.

COMPLETION OF WORK. The OWNER will open the work site to the CONTRACTOR immediately following the Notice to Proceed. Substantial completion must be reached by May 15, 2017.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Amber Al-Haddad
Public Works Director
Telephone: (907) 874-3904
Email: aal-haddad@wrangell.com

BID SECURITY. Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the City and Borough of Wrangell in the amount of five percent (5%) of the total bid price. This serves as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

RECEIPT OF BIDS. Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, located at the Borough Clerk's Office, 205 Brueger Street, Wrangell, Alaska 99929, until 10:00 AM prevailing time on November 28, 2016. Opening date and time may be changed to a later date or time via Addendum. Clearly mark on the outside of the envelope "**Request for Bids, WRANGELL DOCK LIGHTING, Opening Date: November 28, 2016**". Proposals may not be withdrawn for 60 Days following date of opening.

OPENING OF BIDS. The Bids will be publicly opened and read at the time stated in the Receipt of Bids in the Borough Assembly Chambers of the City and Borough of Wrangell, Alaska.

SECTION 00030 - NOTICE INVITING BIDS

SUBCONTRACTORS. The apparent low Bidder is required to complete and submit the following documentation within 5 (five) calendar days following the posting of bids by the City and Borough of Wrangell:

- Section 00360 - Subcontractor Report.

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award of the bid.

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 60 Days from the date of Bid opening. Any component of the Bid including additive alternates may be awarded anytime during the 60 Days.

OWNER'S RIGHTS RESERVED. The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

OWNER: The City and Borough of Wrangell

By: _____
Jeff Jabusch, City and Borough Manager

Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS. Terms used in these “Instructions to Bidders” and the “Notice Inviting Bids” which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

A. INTERPRETATIONS. All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addendum, and emailed to all parties recorded by the OWNER as having received the Contract Documents. Questions received less than 7 Days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. ADDENDA. Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. The OWNER may issue addenda by fax, with a follow-up addendum copy issued by regular mail. Addenda may be emailed less than 7 Days prior to the anticipated Bid opening. The OWNER will make reasonable attempts to provide addenda, however, it is strongly recommended by the OWNER that Bidders independently confirm the contents, number, and dates of each Addenda prior to submitting a Bid. All Bidders who submit a bid shall be deemed to have received and reviewed all addenda.

3.0 FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

4.0 RESPONSIBLE BIDDER. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.

A. The general standards for responsibility are to determine the CONTRACTOR’s ability to perform WORK adequately, considering the CONTRACTOR’s

1. Financial Resources
2. Ability to Meet Delivery Standards
3. Past Performance Record
 - a. References from others on CONTRACTOR’s performance
 - b. Record of performance on prior OWNER contracts
4. Record of Integrity
5. Obligations to OWNER
 - a. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER within 5 Days of OWNER’s Notice of Intent to Award.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- B. Special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract.
- C. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- B. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- C. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid opening, provided that any selection of awards will be made by the OWNER.
- D. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.
- E. If the Bidder has not acknowledged receipt of each Addendum.
- F. If the Bidder fails to furnish an acceptable Bid Guaranty with the Bid.
- G. If any of the unit prices bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- H. If a bid modification does not conform to Article 15.0 of this Section.

6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Contract Documents, and other related data identified in the bidding documents (including "technical data" referred to below):
 - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance of the WORK;
 - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK;

SECTION 00100 - INSTRUCTIONS TO BIDDERS

3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data is the responsibility of the Bidder.
- B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at, or contiguous to, the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings, however, the interpretation of such technical data is the responsibility of the Bidder.
- C. Copies of such reports and drawings will be made available by the OWNER to any Bidder on request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at, or contiguous to, the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and the lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300 - Bid, 00310 – Bid Schedule, and the required Bid Security. In the event there is more than one Bid Schedule, the Bidder may bid on any individual schedule or on any combination of schedules. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids. The Bid Security shall be enclosed in the same envelope with the Bid.
- B. All blanks on the Bid Form and Bid Schedule(s) must be completed in ink or typed.
- C. Bids by corporations shall be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid shall be signed with ink. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form. Failure to acknowledge Addenda shall render Bid non-responsive and shall cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- H. All Bidders shall provide evidence of authority to conduct business in Alaska to the extent required by law.
- I. On Projects including Federal funding any contractor otherwise qualified to perform the WORK, is not required to be licensed nor to submit application for license in advance of submitting a Bid or having such Bid considered; provided, however, that such exemption does not constitute a waiver of the OWNER's right under existing license laws to require a contractor, determined to be a successful Bidder, to be licensed to do business as a contractor in the State of Alaska in connection with the award of a contract to the successful Bidder.
- J. A Bid for the WORK will not be accepted from a contractor who does not hold a valid Alaska Business License and a valid Contractor's License in Alaska (applicable to the type of work bid upon) at the time of opening Bids.

9.0 BID ALTERNATES. The project contains two alternates:

- A. Optional Paving Alternate A. Paving Alternate A consists of replacing the asphalt paving surface with concrete surface according to Drawing C6.01. Materials and construction methods for Paving Alternate A is included in Divisions 3 of these contract documents. The alternate scope of work is outlined in the Drawings and the bid schedule. The bid schedule provides credit line items for embankment and asphalt paving that are not required if concrete paving is selected. It is expected that the total price for Paving Alternate A will therefore be negative to reflect savings from the asphalt surfacing in the Base Bid. The Bidder may opt to not provide a price for Paving Alternate A, in which case all blanks on the Bid Schedule applying to Paving Alternate A shall be filled with "Not applicable" or "NA". The decision to take Paving Alternate A will be made at bid award by the OWNER. Paving Alternate A will be selected if the lowest responsible Bid reflects a lower price for Paving Alternate A than the asphalt surfacing in the Base Bid.
- B. Additive Alternate B. Additive Alternate B is the addition of sidewalks, curbs and gutters, storm drains, and sewer in the eastern half of the project as defined in the Drawings. Additive Alternate B includes sidewalks between Station 1+40 and Station 4+41, curbs and gutters between Station 2+34 and Station 4+41, storm drains between Station 2+34 and the end of the project, and the sanitary sewer stub. The bid schedule includes an item for separate mobilization for Additive Alternate B which shall include all mobilization costs (if any) per Section 01505 that are unique to Additive Alternate B and would not be included if Additive Alternate B is not awarded. The decision to take Additive Alternate B will be made at bid award by the OWNER.

10.0 QUANTITIES OF WORK. The quantities of WORK, or material, stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see General Conditions, Article 10 Changes In the Work).

11.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 - Contractor Submittals.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 12.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, telephonic or faxed Bids will not be considered.
- 13.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the contract could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible power of attorney.
- 14.0 RETURN OF BID SECURITY.** Within 14 Days after award of the contract, the OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. They will then be returned to the respective Bidders whose Bids they accompanied.
- 15.0 DISCREPANCIES IN BIDS.** In the event there is more than one pay item in a Bid Schedule, the Bidder shall furnish a price for all pay items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are unit price pay items in a Bid Schedule and the "amount" indicated for a unit price pay item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one pay item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by the correction.
- 16.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**
- A. Any Bidder may modify a Bid by mail, email (clerk@wrangell.com), or fax (**Fax: 907-874-3952**) provided that such modification is received by the OWNER prior to the time set for opening of Bids. Bid Modifications can be made as a lump sum adjustment or line by line adjustment on a copy of the project bid schedule. Bidders are strongly advised to telephone the City & Borough of Wrangell (**Telephone: 907-874-2381**) to confirm the successful and timely transmission of all email and fax Bid modifications.
- An email or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the OWNER until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each item modified. The OWNER shall not be responsible for its failure to receive fax modifications whether such failure is caused by transmission line problems, fax device problems, operator error or otherwise.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- B. Unauthorized conditions, limitations, or provisions attached to the Bid will render it informal and cause its rejection as being non-responsive. The completed bid forms shall be without interlineation, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative bids will not be considered unless called for.

17.0 WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

18.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the pay items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a base bid and additive or deductive alternates, the OWNER may elect to award the contract for the base bid, or the base bid plus one or more alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible Bidder offering the lowest total bid for the WORK to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the base bid plus combinations of additive alternatives as deemed in the best interest of the OWNER.

19.0 EXECUTION OF AGREEMENT.

- A. All Bids must be approved by the Wrangell Borough Assembly. After the Assembly has approved the award, the OWNER will issue a Notice of Intent to Award to the approved Bidder within 14 days of the Bid Opening. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, and shall secure all insurance and furnish all certificates and bonds required by the Contract Documents within 10 Days from the date stated in the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 20.0 LIQUIDATED DAMAGES.** Provisions for liquidated damages are set forth in Section 00500 - Agreement.
- 21.0 PERMITS.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit requirements.

END OF SECTION

SECTION 00300 - BID

BID TO: CITY & BOROUGH OF WRANGELL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled:

WRANGELL DOCK LIGHTING

2. Bidder accepts all terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

Give number and date of each Addendum above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.

SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated:	_____	Bidder:	_____
			(Company Name)
Contractor's License No.:	_____	By:	_____
			(Signature in Ink)
Telephone No.:	_____	Printed Name:	_____
		Title:	_____
Facsimile No.:	_____	Address:	_____
			(Street or P.O. Box)
			(City, State, Zip)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:
- Signed Bid, Section 00300 (includes Addenda receipt statement)
 - Completed Bid Schedule, Section 00310
 - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
10. Unless otherwise notified by the Borough Manager, the apparent low Bidder is required to complete and submit, within five days after the "Notice of Intent to Award" letter, the following documents:
- Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within ten days after the date stated in the "Notice of Intent to Award" letter, the following executed documents:
- Alaska Business License
 - Agreement Forms, Section 00500
 - Performance Bond, Section 00610
 - Payment Bond, Section 00620
 - Certificates of Contractor Insurance Section 00700 and Section 00800
12. The successful Bidder will be required to submit, within ten Days after the date stated in the "Notice to Proceed" the following executed documents:
- Certificates of Subcontractor Insurance Section 00700 and Section 00800
 - One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

END OF SECTION

CITY CLERK
DEC 01 2016
RECEIVED

November 30, 2016

To: Mr. Jeff Jabusch

Re: Wrangell Dock Lighting Bid

From: Jordan Bunes

Dear Mr. Jabusch,

I am writing to request that our recent bid for the Wrangell Dock Lighting Project be considered for award.

As I am sure you are aware the Local Bidder Preference, (Wrangell Municipal Code, Chapter 5.10.040D) allows for a 5% allowance for businesses that are located in the Wrangell Borough. Bunes Electric LLC is confident that our company meets the definition of a "Local Business".

The lowest total project bid for this project is from a company that is located in Coffman Cove, Alaska. This companies bid was \$246,577.79, whereas our bid was \$254,400. This amounts to a difference of \$7862.21 or a 3.2% overage. As stated in our Wrangell municipal Code a contract "shall be awarded to a local bidder" if the bid is within 5% of the lowest bid. We clearly meet this requirement.

I am more than willing to answer any questions that you or the Assembly may have. I am planning on attending Fridays Special Meeting.

Sincerely,

Jordan Bunes

A handwritten signature in black ink, consisting of a stylized 'J' and 'B' followed by a long horizontal line.

December 5, 2016

To: Mr. Jeff Jabusch

Re: Wrangell Dock Lighting Project revised

Revised
CITY CLERK
DEC 05 2016
RECEIVED

Dear Mr. Jabusch,

This Thursday the Assembly will discuss their options regarding the project bids for the City Dock Lighting project. They will be discussing the bids from Bunes Electric and Tongass Electric. There are several items to be considered, local preference per Wrangell Municipal Code as well as the bid which is most advantageous to the City and Borough of Wrangell. We believe that Bunes Electric's bid meets the guidelines for a local preference and that awarding the contract to Bunes Electric is the most advantageous to the City and Borough of Wrangell.

Bunes Electric has been in business in Wrangell for nearly 5 years. The owners of Bunes Electric are both born and raised in the community of Wrangell. Both Tim and Jordan Bunes are very active in the community, serving on the Wrangell Volunteer Fire Department with 40 years and 10 years of service respectively.

The owners of Bunes Electric have been in the Electrical field for nearly 45 years all of which have been in Wrangell. Bunes Electric has completed numerous projects similar to the scope of work to be performed on the City Dock Lighting project. Bunes Electric has completed projects for the City and Borough of Wrangell using similar products in the Marine Service Center. Bunes Electric has experience performing work for Private, Local, State, and Federal projects. Bunes Electric and its owners complete projects in the allotted time and budget. Bunes Electric has experience performing some of the largest projects performed in Wrangell in recent years. Prior to starting Bunes Electric Tim was an owner/employee of Bunes Brothers performing Electrical work and Jordan was an employee also performing Electrical work. They have completed numerous Marine Electrical projects, several of which for the City and Borough of Wrangell.

With regard to the local bidder preference not being specifically outlined in the bid packet, Section 00300.4 states the following,

"Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary."

While Bunes Electric was preparing their bid for this project we performed our due diligence and inspected the Wrangell Municipal code and found that Wrangell provides for a local bidder preference

of 5% for the dollar figure that our bid represented (5.10.040 D). With the project being 100% State of Alaska funded the local municipality is allowed to use a local bidder preference.

Buness Electric is based in Wrangell and the owners live in Wrangell year round. Buness Electric's owners are outstanding community members participating in numerous community functions and pride themselves in providing a great service to the community. We feel that that fact that Buness Electric is a locally based contractor with a year round presence in the community is more of an economic benefit to the community of Wrangell than a contractor that will come to town for a few weeks and leave with all of their profit.

There is also some confusion on Tongass Electric's bid that they submitted, all of their initial bid pages stated "Tongass Electric". Their following bid modification stated "Tongass Enterprises DBA Tongass Electric". In our research they are separate entities with separate business licenses. The bid modification that Tongass Enterprises sent in on November 28th was sent in to City Hall which is allowed in Section 00100.16 "Instructions to Bidders" in the bid packet. However 00100.16 states the following,

"Any Bidder may modify a Bid by mail, email (clerk@wrangell.com), or fax (Fax: 907- 874-3952) provided that such modification is received by the OWNER prior to the time set for opening of Bids. Bid Modifications can be made as a lump sum adjustment or line by line adjustment on a copy of the project bid schedule. Bidders are strongly advised to telephone the City & Borough of Wrangell (Telephone: 907-874-2381) to confirm the successful and timely transmission of all email and fax Bid modifications. An email or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the OWNER until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each item modified. The OWNER shall not be responsible for its failure to receive fax modifications whether such failure is caused by transmission line problems, fax device problems, operator error or otherwise."

If Tongass Electric intended their Bid Schedule sent in November 28, 2016 to be the final total they would then become an unresponsive bidder due to not following Section 00100.5.OH.

RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered nonresponsive and may be rejected. Some of the reasons a Bid may be rejected for being nonresponsive are:

A. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.

B. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

C. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid opening, provided that any selection of awards will be made by the OWNER.

D. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

E. If the Bidder has not acknowledged receipt of each Addendum.

F. If the Bidder fails to furnish an acceptable Bid Guaranty with the Bid.

G. If any of the unit prices bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

H. If a bid modification does not conform to Article 15.0 of this Section. (Should this read Article 16.0 which is the instructions for Bid Modifications?)

Tongass Electrics bid modification should not have shown the total bid amount to the owner per above section, therefore this bid modification could be interpreted as a total modification adjustment of \$246,577.79, bringing Tongass Electrics bid total to \$478,357.94. In this case it would make Tongass Electrics total bid well exceed Buness Electrics bid. This bid modification could also be interpreted as a separate bid by the same individual under a different company name violating Section 00100 3.0.

"FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected."

In closing we ask you to consider all of the information provided in our letter to come to one of the following conclusions, apply Tongass Electrics bid modification as an addition per the instructions to bidders making their bid \$478,357.94, reject Tongass Electrics bid based upon the violation of Section 00100.5H making Tongass Electric a non-responsive bidder, reject Tongass Electrics bid based on submitting multiple bids from the same individual under different names, or apply the 5% local bidder preference to Buness Electrics bid and find Buness Electric the most advantageous responsive bidder to the City and Borough of Wrangell.

Sincerely,

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

Jordan Buness

Buness Electric LLC



November 30, 2016

City and Borough of Wrangell
Jeff Jabusch, Borough Manager
PO BOX 531
Wrangell, Alaska 99929

RE: Wrangell Harbor Lighting Upgrade Project Bid

Dear Mr. Jabusch,

Thank you for the opportunity to address the Assembly regarding our bid for the Wrangell Harbor Lighting Upgrade Project.

We understand that the Assembly is tasked with choosing between two alternatives: Selecting Tongass Electric as the lowest bidder and implementing the local contractor preference to select the next highest bidder. We also understand that the Assembly will choose the contractor whose bid is most advantageous to the City and Borough of Wrangell. The purpose of this letter is to outline the reasons that the Borough Assembly should choose Tongass Electric as the lowest responsible bidder on the Wrangell Harbor Lighting Upgrade Project as well as the contractor whose bid is most advantageous to the City & Borough.

Tongass Electric has demonstrated experience in Harbor Electrical Projects including the Coffman Cove Harbor Electrical Upgrade Project, completed in 2016. The scope of work was very similar to the upcoming Wrangell Harbor Project. The work was completed successfully and a letter of recommendation is attached for your reference. Also, our lead Electrician, Mr. Plate has extensive electrical expertise and would supervise every aspect of the Wrangell Harbor Project. Mr. Plate served as General Foreman on the Kodiak Harbor Electrical Project, Whittier Tunnel Electrical Project, and the Seward Sea Life Center Electrical Project, to name a few.

Tongass Electric has demonstrated experience contracting with government entities: State, Federal and Local. We employ a skilled administrative staff to oversee the project, ensuring that all reporting and regulatory requirements are strictly adhered to including certified payroll reports, etc. Attached is a Statement of Qualifications for your reference.

Also, we feel you should choose Tongass Electric as a legal and ethical matter. While reviewing the Invitation to Bid for this project, we found no mention of a local contractor preference. Our experience is that while some government entities have a provision in their code for a local contractor preference, it is implemented with contracts of this amount, only under the following conditions:

1. With permission from the funding agency, as most will not allow use of a local contractor preference and will require a municipality to choose the lowest responsible bidder.
2. The local contractor preference is clearly stated in the Invitation to Bid, so that contractors bidding on the project are fully aware that the local contractor preference will be implemented.



As you may know, putting together and submitting a bid for a project of this size is time-consuming and requires the contractor to put forth considerable resources, both time and money. Making potential bidders aware of a local preference is not only a legal requirement but also a practice of fairness and courtesy. We may have submitted a substantially different number, or none at all, if we were made aware of the local contractor preference. The same may be true for the other bidders.

Lastly, Tongass Electric will inject a considerable amount of money into Wrangell's economy over the course of the project with crew lodging, meals, fuel, equipment rentals, vehicle rentals, transportation, materials, supplies and hardware. Also, we pride ourselves in giving back to the community, both in our own Community on Prince of Wales Island and in the communities we work. Every community in which we complete a project, we donate a percentage of the profit to a local non-profit, typically schools and libraries.

In summary, we strongly feel that you should choose Tongass Electric for the Wrangell Harbor Lighting Project for the following reasons: the local contractor preference was not advertised, we have demonstrated experience in similar projects and a documented commitment to quality as well as strong management skills not to mention the economic benefit and cost savings to the project.

Again, thank you for the opportunity to address this issue and provide information for consideration of the Assembly. We wish you success in this exciting project and many more successes for the City and Borough of Wrangell.

Sincerely,

Micheal Burgess, Owner

Attachments: Letters of Recommendations
Statement of Qualifications

STATEMENT OF QUALIFICATIONS

Tongass Electric
Owner, Micheal Burgess
PO BOX 18176
Coffman Cove, Alaska 99918
(907)329-2054
heatalaska@gmail.com

COMPANY OVERVIEW

Tongass Electric is a Prince of Wales Island-based general contracting business owned by Micheal Burgess. Dale Plate is the Electrical Administrator assigned to Tongass Electric.

Tongass Electric is a small business with a 33% minority employment rate.

Because Tongass Electric is a Prince of Wales Island-based business, we are familiar with completing projects and expediting materials to remote locations in Southeast Alaska.

Tongass Electric has completed a number of electrical projects in remote locations in Southeast Alaska. Most recent projects include:

- *2016 - Coffman Cove Boat Harbor Electrical Installation & Upgrade*
- *2016 - Sitka Magnetic Observatory Mechanical & Electrical Upgrades*
- *2016 – Thorne Bay School Wood-fired Boiler System Electrical Installation*
- *2016 – Naukati School Wood-fired Boiler System Electrical Installation*
- *2016 – Coffman Cove School Greenhouse Electrical System*

The contracts listed above were completed on schedule and within budget. Tongass Electric adhered to the prevailing wage and other requirements associated with completing public contracts.

PROJECT TEAM STAFFING

Master Electrician –

Electrical Administrator, Dale Plate:

Mr. Plate holds the highest State of Alaska electrical license as an Electrical Administrator also known in some states as a Master's Electrician. He has 47 years of experience as a commercial, industrial and marine electrician. His experience includes work for government and private industries in a supervisory and project management capacity. Mr. Plate has over 80,000 hours of electrical experience and will supervise/ inspect all electrical work.

- **2002 through 2006: Alcan Electric –**

Industrial electrician working on a Missile defense system, Control foreman installing boilers and Electrical Foreman on a gas turbine rebuilt project.

- **1999 & 2000: Norcon Electric –**

General Electrical Foreman for the Whittier Tunnel Project and Kodiak Harbor Project.

- **2000 & 2001: City Electric -**

Seward Hospital Project General Foreman and the Seward Sealife Center Project General Foreman.

- **2007: Pacific Seafoods -**

Marine electrical work including electrical controls on fish tenders.

- **Prior to 1997: Three Way Electric –**

Distribution Foreman for the Marriot Hotel Project in Anchorage.

Project Manager/ Owner –

Owner, Micheal Burgess:

Mr. Burgess is the owner of Tongass Electric. Mr. Burgess has 18 years of experience in the construction industry, including carpentry, heating and electrical work. He obtained his initial electrical education while serving in the US Navy. He has over ten years of experience working directly in the electrical trade, supervising up to 13 electricians at a time.

Mr. Burgess has over 20,000 hours of electrical experience and will be on site, completing the work.

- **2012 to Present: Alaska Heating & Tongass Electric, Owner and Operator**

Mr. Burgess is a general contractor who specializes in the repair and installation of heating systems and all aspects of electrical systems.

- **2007 to 2011: ThyssenKrupp Elevator, Elevator Constructor**

All aspects of constructing, modifying and repairing elevators

- **1999 to 2007: IBEW Local 76, Journeyman Electrician**

Wire custom homes and remodels

- **1995 to 1998: USS Independence, Electrical Plant Supervisor**

Served as an electrical plant supervisor which is the highest qualification as an electrician on an aircraft carrier. Also served as a switchboard operator and technical assistant.

Business Manager/ Administrative Staff –

Misty Sea Fitzpatrick:

Ms. Fitzpatrick has a degree in Business Administration and extensive project management experience. She completes the administrative duties and ensures that all state, local and federal regulations are strictly adhered to. The Business Manager is also dedicated to facilitating communication between Tongass Electric and the Owner's Representative. We've found that this position is essential and that Ms. Fitzpatrick's experience in local government has greatly contributed to the successful completion of public projects.

- **2015 – Present: Tongass Electric & Alaska Heating, Business Manager**

Manages payroll, scheduling, expediting, customer communication as well as state and federal reporting/ compliance.

- **2011 – 2016: City of Coffman Cove, Project Manager & City Administrator**

Administrator of the all City operations and acted as financial manager as well as the personnel officer. Managed grant-funded projects ranging from \$100,000 to \$1.4 million dollars including the Coffman Cove Harbor Utility Project in the amount of \$833,000 and the Harbor Ramp Replacement Project in the amount of \$990,000.



United States Department of the Interior

NATIONAL PARK SERVICE
Sitka National Historical Park
103 Monastery St.
Sitka, Alaska 99835

November 28, 2016

To Whom It May Concern:

I recently had the opportunity to work with Tongass Electric on the Sitka Magnetic Observatory Mechanical and Electrical Upgrade Project. This was a challenging project in a historic facility that required expert knowledge of the electrical trade, codes as well as the ability to manage a sub-contractor while properly adhering to all the requirements involved as a contractor working for the federal government. It is with pleasure that I share the following comments and key points about the services provided by Tongass Electric on the Sitka Observatory Project.

When challenges arose that required flexibility, owner Micheal Burgess was accommodating and easy to work with. Tongass Electric chose a quality subcontractor to complete the mechanical portion of the project and managed the subcontractor effectively.

The Sitka Observatory Project was completed on time and within budget. The electrical work completed by Tongass Electric was of superior and professional quality.

I would highly recommend Tongass Electric to any organization. If you should desire to discuss their performance, please feel free to contact me.

Thank you.

Michael Trainor. Chief of Maintenance
907-747-0150 cell: 907-623-0871 michael_j_tranor@nps.gov



City of Coffman Cove

PO Box 18047

102 Denali

Coffman Cove, AK. 99918

Phone: (907) 329-2233 Fax: (907) 329-2212

Email: coffmancove@ccalaska.com

August 4, 2016

To Whom It May Concern:

It is my pleasure to highly recommend Micheal Burgess as a construction contractor. Mr. Burgess has been instrumental in the success of the Coffman Cove Harbor Improvement Project, a one-million dollar project completed in 2016.

Mr. Burgess was awarded the Harbor Electrical Contract, the scope of which included the installation of electrical pedestals, light poles and an electrical service to our newly constructed Small Boat Harbor as well as misc. electrical work at the main boat harbor to include lighting at the City Boat Launch. Because of the funding stipulations, an extremely tight timeline was required, which Mr. Burgess successfully met. The work completed was flawless and Micheal was a pleasure to work with.

Please don't hesitate to call if you have questions. I can be reached at City Hall: 907-329-2233

Sincerely,

Bryce Brucker, Mayor

5.10.040 (D)**D. Local Bidder Preference Award.**

1. Unless contrary to federal or state law or regulation, or as otherwise provided in section (D)(2) of this section, a contract for, or purchase of, supplies, materials, equipment, contractual services, or public improvements shall be awarded to a local bidder where the bid by such local bidder is in all material respects comparable to the lowest responsible nonlocal bid, and if the amount bid by such local bidder does not exceed the lowest responsible nonlocal bid by more than:

a. Five percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,000 or less;

b. Three percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,001 or more.

2. This preference shall not be interpreted to mean that the borough is precluded from making the purchase from whatever source is most advantageous to the borough after considering all factors in the public interest even when the price quoted by the local bidder satisfies subsection (D)(1)(a) or (b) of this section.

3. "Local bidder" for purposes of the section shall mean a bidder who:

a. Holds a current Alaska business license;

b. Submits a bid for goods or services under the name appearing on the person's current Alaska business license;

c. Has maintained a place of business within the boundaries of the borough for a period of six months immediately preceding the date of the bid;

d. Is not delinquent in the payment of any utilities, taxes, charges or assessments owing to the borough on account of that business;

e. Is incorporated or qualified to do business under the laws of Alaska with its principal place of business in the borough, is a proprietorship and the proprietor is a resident of the borough, or is a partnership and all partners are residents of the City and Borough of Wrangell;

f. If a joint venture, all joint venture partners must qualify under subsection (D)(3)(a) through (e) of this section;

g. The manager may require such documentation or verification by the person claiming to be a local bidder as is deemed necessary to establish the requirements of this section. [Ord. 817 § 1, 2008; Ord. 816 § 1, 2008; Ord. 605 § 4, 1995; Ord. 444 § 4, 1983.]