

# Invitation to Bid

Project: FY2024 Street Light Repair & Maintenance with Utility Locate Services

Release: June 1, 2023

Last day for Questions: June 8th, 2023 by 10:00am

Bids Due Date: June 15, 2023, no later than 10:00am

Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: Director of Public Works

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Attachments: Specifications



### Advertisement for Bid

Project Name: FY2024 Street Light Repair & Maintenance with Utility Locate Services Last Day for Questions: No later than 10:00am June 8, 2023 Bid Due Date and Time: No later than 10:00am June 15, 2023 at City Hall

Scope of Work: The City of Kenai seeks contract services for Street Lighting repairs and maintenance work as well as Street Light Utility locate services from July 1, 2023 through June 30<sup>th</sup>, 2024. Contractor shall assess light locations as assigned to determine cause of failure, order parts, and complete repairs. Additionally any 811 dig request coming into the City will be forwarded to the contractor to mark out locations of underground wiring within 48 hours of notification.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to <u>publicworks@kenai.city</u>.

Bids must be emailed to <u>publicworks@kenai.city</u> with the project name clearly marked in the subject line. Bid documents can be obtained on City of Kenai's website at <u>www.kenai.city</u> at no cost, or hard copies at City Hall for a non-refundable fee of \$30.00 including sales tax for each set of documents.

This contract will be subject to the provisions of the State of Alaska Title 36 Wage and Hour Administration Pamphlet Statutes and Regulations

Publish: <u>Anchorage Daily News</u> – June 1, 2023 <u>Peninsula Clarion</u> – June 1, 2023 or 1<sup>st</sup> date after



To: All Prospective Participants

From: Public Works Department

Date: June 1, 2023

Subject: Invitation to Bid – FY 2024 Street Light Repair & Maintenance with Utility Locate Services

This Invitation to Bid (ITB) is intended to provide potential Vendors with information regarding the services/materials being sought which are estimated to **cost** *less than \$100,000*.

<u>Introduction:</u> The City of Kenai hereby invites qualified firms to provide a firm price for the routine maintenance of the City's numerous Street Lights. As part of this work the Contractor shall also assist the City with performing underground utility location services for Street Lights for any 811 locate request forwarded to the Contractor from the Public Works Department.

<u>Scope of Work</u>: The Public Works Department with assistance from the Kenai Police Department will identify any / all street lights that are not illuminating after dark. Contractor will be provided a list and will be required to investigate each location, minor repairs costing less than \$500 such as bulb replacement or photo cell issues can be repaired as part of this initial inspection. Repair work for replacements of drivers, ballast, line repairs or lighting fixture replacement will require a detailed quote of what is not working and what materials are needed to complete the repair.

The City may immediately provide direction to Contractor to move forward with repair work. The City may also at its own discretion competitively bid repair items if proposed costs are of concern. The Contractor understands there is no guarantee of repair work. The City will respond back to Contractor in writing when authorizing all Work.

Contractor is not to make repairs to any street lighting without the Owner's knowledge. Owner will report back to Contractor with a directive to begin repairs. Contractor shall have one week from notification of inoperable street light to assessing the light, making minor repairs or reporting back to Owner more significant issues requiring additional authorization.

Street light repairs shall be paid for on a per unit basis per the attached Bid Schedule. Line break repairs shall be inspected by a representative for Kenai Public Works prior to backfill.

Contractor shall perform Street Light Utility Locate Services as directed by the Public Works Department. Locate requests will be forwarded to the Contractor by email, Contractor will have 48 hours during the week days to complete those services from the time the request was received. Street light underground wiring shall be clearly marked with paint. If no lighting is present within the area, the area shall be marked as "clear".

Utility locates shall be paid for on a per unit basis. Contractor understands that requests for locates may come in one at a time or in multiple requests. Contractor's price shall account for that variance. The City has averaged approximately 300-350 locates a year, however this number can vary widely based on market conditions.

Contractor shall invoice the Owner on a monthly basis. Owner intends to open a Purchase Order to be billed against for this Work. Contractor shall monitor the cost of Work and will not perform any Work beyond the Purchase Order amount without direction and authorization from Owner. Contractor's failure to follow this requirement may jeopardize the amount Contractor may be paid.

#### Timeline:

ITB Release Date	June 1, 2023
Final Questions Due	
Bids Due	
Completion Date	

<u>Licensing</u>: Section 43.70.020 of the Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain a license. All suppliers/contractors are required to furnish, a current, valid Alaska Business License Number and, if applicable, a current, valid Contractor's License Number, Specialty Contractor License Number, etc. prior to entering into a contract.

<u>Tax Compliance</u>: No contract that requires competitive bidding pursuant to a City Ordinance may be awarded to an individual or business that is in violation of City tax ordinances unless the violation is cured within ten (10) business days of notice; in compliance with KMC 7.15.110.

<u>Questions</u>: Questions regarding this project should be directed to Scott Curtin, Director of Public Works, and submitted via email to <u>scurtin@kenai.city</u> Questions must be received by 10:00am on June 8, 2023 and will be responded to in an addendum. Questions received after this date will not receive a response.

<u>Award of Contract</u>: It is the intent of the City of Kenai to award a contract to the lowest responsive and responsible bidder for services offered.

<u>Contracts</u>: This work will be accomplished through a City of Kenai short form contract (sample attached). This contract may be subject to the provisions of the State of Alaska, Title 36, Minimum Wage Rates and Notice of Work/Notice of Completion Requirements and will require certificates of insurance. Insurance requirements are \$1,000,000 for both commercial general

liability (CGL) and auto, \$1,000,000 for errors and omissions (E&O) if required by contract. See attachment Sample Contract.

<u>Bids Due Date/Time</u>: Bids shall be emailed to <u>scurtin@kenai.city</u> Bids must be received no later than 10:00am on June 15, 2023.

<u>Attachments</u>: Bid Form, Short Form Contract Form, Tax Compliance Form (KPB), Noncollusion Affidavit, W-9 Form, Certificate of Insurance Form (sample), Business License (Sample), Contractor's Release and Affidavit of Payment of Debts and Claims ("Release").

## **Bid Form**

In submitting this quote, I certify that I have examined Specification documents. If awarded a contract under this quote, I hereby agree to the terms set forth in the specification.

#### ADDENDA ACKNOWLEDGEMENT:

In submitting this quote, I certify that I have examined the Quote and Specification documents, have received Addendum Nos.  $\Box$   $\Box$   $\Box$   $\Box$ , and have included their provisions in my quote.

Description	Unit	Cost							
Street Light Repairs									
Initial Assessment per light	Each Light	\$							
Labor and Equipment for minor repairs (Bulb, ballast,									
drivers, photo cell)	Each Light	\$							
<u>Labor and Equipment</u> for line break repair									
(Per line break not light, i.e. if one break disabled four	Each Break	\$							
lights, it's still one repair.)									
Materials will all be at actual cost per supplier's invoice for all repairs, any contractor									
markup to be included in unit prices above.									
Force Account – City funds available for materials		\$20,000							
Street Light Locates									
	Each								
Per individual locate request within 48 hours of notification	Request	\$							
The successful low bidder will be determined by the following estimated work									
quantities: 300 Utility locates + 30 light assessments = total cost. Contractor with									
lowest Bid for that amount of work will be awarded contract. Contract will run									

through June 30<sup>th</sup>, 2024.

Name of Company or Business Entity

Date

Signature

Printed Name

Address

Title

Phone

Fax

Address

Email

Kena	mpliance Ce i Peninsula B	Boroug			
FI 144 N. Binkley Street Soldotna, Alaska 99669-7. www.kpb.us	nance Departr 599	Phor	ne: (907) 714- or: (907) 714- ax: (907) 714-	2175	
1.) Fill in all information requeste	d. 2.) Sign and date. 3.	.) Submit wit	h solicitation, or	other.	For Official Use Only
Reason for Certificate:			For Departm	ent:	
Solicitation Othe	er:		Dept. Conta	ct:	
Business Name:					
Business Type:	Individual	] Corporatio	on 🗌 Partne	rship 🗌 O	ther:
Owner Name(s):					
Business Mailing Address:					
Business Telephone:			Business Fax:		
Email:					
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KPB Finance Department (signat	ure required)		ate	In Compl	iance 🗌 Not in Compliance
SALES TAX AC	COUNTS		TAX ACCOU	NTS/STATUS (TO	BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME		FILED THRU	M/F's	BALANCE DUE
KPB Sales Tax Division (signature	required)		ate	In Compl	iance 🗌 Not in Compliance
	me of Applicant)		(Title)	, h	ereby certify that, to the
best of my knowledge, the abo	ve information is correc		Date)	Signature of	Applicant (Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

#### **NON – COLLUSION AFFIDAVIT**

(To be executed and submitted with Bid Proposal)

I, \_\_\_\_\_\_of \_\_\_\_\_, Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

### FY2024 Street Light Repair & Maintenance with Utility Locate Services

located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

	Signature
	Name
	Title
	Date
ACKNOWL	EDGMENT
STATE OF ALASKA	
)ss THIRD JUDICIAL DISTRICT )	
The foregoing instrument was a , 2022, by	cknowledged before me this day of
	NOTARY PUBLIC for State of Alaska My Commission Expires:

Contractor's Fed. Tax ID #:



### THE CITY OF KENAI SHORT FORM AGREEMENT

This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236

CONTRACTOR WILL PROVIDE THE CITY OF KENAI THE FOLLOWING SERVICE(S);

**Interpretation:** The following documents are incorporated herein by reference and shall be given the following order of precedence:

- 1. Addenda / Addendum
- 2. Proposal / Drawings / Instructions to Bidders
- 3. This Short Form Agreement
- 4. General Conditions (See page two / reverse of this form if double sided)
- 5. Contractor's Proposal / Bid

Contractor's compensation will be (In words and numbers):

Time of commencement and completion:

BY SIGNING BELOW, THE C ACCEPTS ALL TERMS AND CONDITIONS	Contractor's Address & P	hone / Fax Numbers:			
Contractor's Signature		Date			
Recommended by:		Purchase Order Number:	Арр	roved by City Manager:	
Signature	Date		Sigr	ature	Date

#### **GENERAL CONDITIONS**

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

#### Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

#### Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor. Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

Short Form Agreement

SAMPLE Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806 **ALASKA BUSINESS LICENSE** The licensee named below holds Alaska Business License Number Covering the period of: \_\_\_\_\_ through \_\_\_\_ Line of Business: \_\_\_\_\_ COMPANY NAME ADDRESS Owner: NAME OF OWNER This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States. Alaska Department of Commerce, Community, and Economic Development Commissioner: This license must be posted in a conspicuous place at the business location. It is not transferable or assignable. SAMPLE **STATE OF ALASKA** No. No. \_\_\_\_ Effective: \_\_\_\_ **DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC** Expires:

DEVELOPMENT Division of Occupational Licensing

**Division of Occupational Licensing** 

Certifies that

## **COMPANY NAME**

Is a Registered

Specialty

Commissioner: \_\_\_\_\_

ACORD

-

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL	Y O	DOES	ATIVELY AMEND, S NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED BY TI	HE POLICIES	
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				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
City of Kenai Public Works										
Public Works 210 Fidalgo Ave Kenai, AK 99611				ľ	AUTHORIZED REPRESENTATIVE					
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