



	Approved	Denied
Date Action Taken:	5/10/10	
Other:		
Verified by:	<i>Komite</i>	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 10-10**

**TITLE: CONTRACT AWARD TO WOHLER'S PAINTING IN THE AMOUNT OF \$30,000 FOR EXTERIOR PAINTING OF CITY HALL AND THE TEELAND-HERNING BUILDING.**

**Agenda of:** May 10, 2010  
**Originator:** Public Works Director

**Date:** April 27, 2010

Route to:	Department	Signature/Date
X	Director of Public Works	<i>[Signature]</i> 5/3/10
X	Finance Director	<i>[Signature]</i> 5-3-2010
X	Deputy Administrator	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:** *[Signature]*

**FISCAL IMPACT:**  yes \$30,000 or  no Funds Available  yes  no

**Account name/number:** Townsite Restoration/110-4330-433.45-58

**Attachments:** Invitation to Bid

**SUMMARY STATEMENT:** This project is for exterior painting services. The Teeland-Herning Building was acquired by the City last year from the Wasilla-Knik Historical Society to ensure its location remained downtown as part of the historic townsite and to assist with capital improvements. Both City Hall and the Teeland-Herning Building are in need of exterior paint. This work is being done in conjunction with other townsite improvements to improve the downtown area.

The following bids were received:

Wohler's Painting	\$30,000	JKM General Contracting	\$56,422
Painting By Magic Touch	\$35,990	Progressive Coatings	\$60,080
Ace Painting	\$51,000	Holland Homes	\$62,500
Dynamic Painting, Inc.	\$53,687		

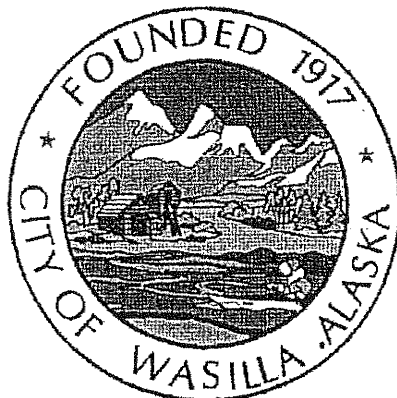
**STAFF RECOMMENDATION:** Authorize the Mayor to execute a contract with Wohler's Painting in the amount of \$30,000 for exterior painting of City Hall and the Teeland-Herning Building, subject to the approval of Resolution Serial No 10-17 for funding.

# CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9011 •



## INVITATION TO BID

No. 0415-2010/AG

Painting Contract

## RELEASE DATE

April 15, 2009

## SUBMISSION DEADLINE & BID OPENING TIME

April 29, 2009 @ 2:00 p.m.

The official City of Wasilla planholders list is maintained at:

[http://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=712050](http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050)

Any copies of this bid, attachments or addendums obtained from any source other than [www.cityofwasilla.com/purchasing](http://www.cityofwasilla.com/purchasing) or the City of Wasilla Purchasing Officer are not valid.

**BID SUBMITTAL INFORMATION**

Scope of Work & Bid Schedule located on pages 10 and 11.

This ITB contains a total of 11 pages.

**Bids sent by mail or overnight delivery must be returned in a sealed envelope with the bid number and opening date clearly marked in the lower left corner on the front side of the envelope.** Bids mailed by the US Postal Service, UPS, Federal Express, DHL, etc. must be addressed to: *CITY OF WASILLA, Purchasing Officer, 290 E. HERNING AVENUE, WASILLA, AK 99654.* The City of Wasilla will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared. Faxed bids will not be accepted. Bids sent by special mail (UPS, Overnight, Fed-Ex., etc.) that do not arrive by bid opening time and date WILL NOT BE ACCEPTED.

**This entire document and any amendments if applicable to this bid must be returned as part of the contractor's bid submission.** Contractors must return one (1) signed copy of their entire bid document submission to the Purchasing Officer prior to the close of this solicitation. Failure to comply with this requirement will be grounds for non-acceptance of the bid.

**BID PRICES WILL BE DISCLOSED AS REQUIRED BY WASILLA MUNICIPAL CODE. WHILE PRICE IS AN IMPORTANT CRITERIA CONSIDERATION IN THE BID AWARD PROCESS IT IS NOT THE ONLY CRITERIA. A BID AWARD IS MADE TO THE LOWEST RESPONSIBLE BIDDER OR BIDDERS BASED UPON AN EVALUATION OF ALL BIDS SUBMITTED AND THEIR CONFORMANCE WITH SPECIFICATIONS, TERMS AND CONDITIONS STATED IN THE BID. THE PURCHASING OFFICER MAY REJECT ANY OR ALL BIDS OR MAY ACCEPT THE BID DETERMINED BEST FOR THE INTEREST OF THE CITY.**

**1. ACRONYMS/DEFINITIONS:**

For the purposes of this Invitation to Bid, the following acronyms/definitions will be used:

<b>Bidder</b>	Company/vendor/individual submitting a bid in response to this Invitation to Bid.
<b>City</b>	The City of Wasilla and any City department identified herein.
<b>Goods</b>	Within the definition of WMC 5.08.010 and 5.08.110; identified in this Invitation to Bid.
<b>Lowest Responsible Bidder/Contractor</b>	The organization/individual that is awarded a contract or order for the goods identified in this Invitation to Bid.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Responsible</b>	A bid and bidder will be determined responsible if s/he meets the following criteria: The skill/experience demonstrated by bidder in performing contracts of a similar nature. The bidder's record for honest and integrity. The bidder's capacity to perform in terms of facilities, personnel and financing.

The bidder's past performance under city contracts.

**Responsive** A bid and bidder that conforms in all material respects to the solicitation.

**Shall/Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive.

**WMC** Wasilla Municipal Code

2. **BID SOLICITATION, EVALUATION AND AWARD PROCESS:**

- a. This procurement is being conducted in accordance with WMC 5.08.110.
- b. For purposes of addressing questions concerning this Invitation to Bid, the contact will be the Purchasing Officer or Public Works Director. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- c. Pursuant to WMC 5.08.110, responsible bids must conform to all standards and specifications in the Invitation to Bid.
- d. Pursuant to WMC 5.08.110, the Purchasing Division may enter into a contract using a standard form of contract, by advertising in accordance with the provisions of WMC 5.08.110(B). The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in the original solicitation, and the Purchasing Officer determines that an extension is in the best interest of the city.
- e. In accordance with WMC 5.08.190, the city has a local contractor preference. WMC 5.08.190 states:
  - a. The city may specify in an invitation for bids or request for proposals that it will reduce the bid or proposal price of a local contractor by two and one-half (2-1/2) percent for purposes of bid or proposal evaluation.
  - b. If the city has specified that an invitation for bids or request for proposals is subject to the local contractor preference authorized by subsection A of this section, the city will reduce the price bid or proposed by each local contractor by two and one-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized by this subsection is applied only for bid or proposal evaluation, and is not applied to the awarded contract price.
  - c. A local contractor is a person who:
    - i. Holds current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses;
    - ii. Submits a bid or proposal under the name which appears on its current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses; and
    - iii. Has maintained a place of business within the Wasilla City limits staffed by the contractor or an employee of the contractor for a period of at least six months immediately preceding the date of submission of the bid or proposal.
  - d. Pursuant to WMC 5.08.110 and 5.08.130, all goods with an the estimated cost in excess of \$10,000 must be purchased by formal contract from the lowest responsible bidder after due

- notice inviting the submission of sealed bids to the Purchasing Division at the date, hour and location set forth in the bid, and at that date, hour and location the bids must be publicly opened.
- e. Pursuant to WMC 5.08.110 and 5.08.170, the Purchasing Officer, Mayor and/or City Council may reject any or all bids, or may accept the bid determined best for the interest of the City.
  - f. In awarding contracts for the purchase of goods and services, whenever two or more lowest bids are identical, the Purchasing Officer shall:
    - i. If the lowest bids are by bidders resident in the City of Wasilla, accept the bid that is in the best interests of the City.
    - ii. If the lowest bids are by bidders resident outside the City:
      - 1. Accept the bid for goods or commodities produced or manufactured in the State; or
      - 2. Accept the bid for goods or commodities supplied by a dealer resident in the State.
  - g. All bids on more than one item on which bids are called for by the same notice must be itemized and give a price for each item.
  - h. Pursuant to WMC 5.08.110 all bids must:
    - i. Be in writing and signed.
    - ii. Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Officer.
    - iii. Be opened and read publicly by the Purchasing Officer as they are opened.
  - i. Pursuant to WMC 5.08.160 every contract or order for goods and services must be awarded to the lowest responsible bidder. To determine the lowest responsible bidder, the Purchasing Officer shall consider, if applicable, the imposition of inverse preference described in WMC 5.08.190 and may consider:
    - i. The location of the using agency to be supplied.
    - ii. The qualities of the goods or services to be supplied.
    - iii. The total cost of ownership of the goods to be supplied.
    - iv. Except as otherwise provided in paragraph (5), the conformity of the goods or services to be supplied with the specifications.
    - v. If the goods or services are an alternative to the specifications listed in the original invitation for bids, whether the advertisement for bids included a statement that bids for an alternative article will be considered if:
      - 1. The specifications of the alternative goods or services meet or exceed the specifications of the article listed in the original invitation for bids;
      - 2. The purchase of the alternative goods or services results in a lower price; and
      - 3. The Purchasing Officer deems the purchase of the alternative goods or services to be in the best interest of the City of Wasilla.
    - vi. The purposes for which the goods or services to be supplied are required.
    - vii. The dates of delivery of the goods or services to be supplied.
  - j. When determining the purchase of goods, the Purchasing Officer will consider the "total cost of ownership" which includes, but is not limited to:
    - i. The history of maintenance or repair of the goods;
    - ii. The cost of routine maintenance and repair of the goods;
    - iii. Any warranties provided in connection with the goods;
    - iv. The cost of replacement parts for the goods; and
    - v. The value of the goods as used goods when given in trade on a subsequent purchase.

- k. Pursuant to WMC 5.08.110(D.1.), the Purchasing Officer may allow a person to withdraw his bid if:
  - i. The Purchasing Officer believes that an obvious error has been made by the person which would cause him financial hardship; and
  - ii. The contract has not yet been awarded.
- l. Pursuant to WMC 5.08.110(E) each bid and the name of the person making the bid shall be entered on a record. The record, with the name of the successful bidder indicated thereon, shall be open to public inspection after the award of the contract.
- m. Reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired. Bids may be considered on other manufacturer's products or other models determined by the Purchasing Officer to be the functional equivalent of the product or model referenced.
- n. Submission of a bid shall constitute an agreement to all terms and conditions specified in the Invitation to Bid, including, without limitation, the Terms and Conditions for Purchase of Goods set forth in Section 4, except such terms and conditions that the bidder expressly excludes.
- o. Bids must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder's standard contract language. The omission of these documents renders a bid non-responsive. A review of these documents is necessary to a determination of which bid is in the best interests of the City.
- p. For any bid exceeding \$100,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond.
- q. Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified.
- r. The Purchasing Officer's acceptance of a bid through a written Notification of Award will create a binding contract.
- s. Sanctions for breach of contract and penalties may be assessed by the Purchasing Officer.
- t. Tabulations of the bid evaluation are available to all bidders via Demandstar.com or by contacting the Purchasing Officer.
- u. Pursuant to WMC 5.16 any contractor who enters into a contract with the City of Wasilla and who sells tangible personal property in the City of Wasilla is required to obtain a permit and agree to collect and pay the taxes imposed by law on the sale of tangible personal property in this city.

3. **TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES:**

- a. **ASSENT:** The City and Contractor agree that the City's acceptance of Contractor's Bid through the issuance of a written Notification of Award shall create a binding Contract.
- b. **INCORPORATED DOCUMENTS:** The Contract shall consist of this Invitation to Bid and any amendments to this invitation to bid if applicable the Contractor's Bid and all documentation

contained therein, and the Notification of Award, together with any subsequently-issued Purchase Order executed by a person with full power and authority to issue same on behalf of the City. A Contractor's Bid shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

- c. **DEFINITIONS:** "City" means the City of Wasilla and any city department identified herein.
- d. **CONTRACT TERM:** This Contract shall be effective for the period indicated in the Invitation to Bid, unless sooner terminated by either party as set forth in this Contract. The Contract term may be extended.
- e. **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- f. **TERMINATION:**
  - i. **Without Cause.** This Contract may be terminated upon written notice by mutual consent of both parties or by the City upon 5 days written notice without cause.
  - ii. **City Termination for Nonappropriation.** The continuation of this Contract beyond the current year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
  - iii. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
    1. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
    2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
    3. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
    4. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
    5. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or



6. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
  7. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (5), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
  8. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  9. The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  10. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.
- g. **REPRESENTATIONS:** Contractor represents and warrants to the City:
- i. **Contractor Authorization:** Contractor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the City of Wasilla. Contractor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract will not violate any provision of law, or any of Contractors governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by Contractor and its delivery to the City have been duly authorized by the board of directors or managing agents of Contractor and no further action is necessary on Contractor's part to make the Contract valid and binding on Contractor in accordance with its terms. Contractor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the City of Wasilla or any other governmental entity in Alaska.
  - ii. **Bid Representations:** All statements made by Contractor on any application, bid, proposal, offer, financial statement, or other document used by Contractor to induce the City to enter into the Contract are true, correct, complete, and omit no information which would render them misleading.
4. **BREACH; REMEDIES:** Failure of either party to perform any obligation of the Contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Alaska law, cancel the Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Penalties provided under Alaska law shall be limited to those in effect on the effective date of the Contract. Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the Contract, is entitled to reasonable attorney fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
5. **LIMITED LIABILITY:** The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

6. **WAIVER OF BREACH:** A failure to assert any right or remedy available to a party under this Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Contract, unless such waiver is contained in a writing signed by the waiving party.
7. **SEVERABILITY:** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
8. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.
9. **FORCE MAJEURE:** Contractor shall not be liable for any delay in delivery or failure to deliver any or all of the goods where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of crops or supplies from ordinary sources, earthquake, fire, flood, storm, accident, any act of God or any other cause beyond the control of Contractor. City shall not be liable for failure to take delivery of the goods where any of the above causes prevent carrier or City from accepting delivery. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Contract as soon as is feasible. Performance by the other party shall be suspended and excused during the period of any such delay or failure and performance shall resume as soon as possible after removal of the excuse.
10. **GOVERNING LAW; JURISDICTION:** The laws of Alaska, including, without limitation, Alaska's Uniform Commercial Code in effect on the date of the Notification of Award, shall govern this Contract. The parties consent to the jurisdiction of the trial courts for the State of Alaska at Palmer, Alaska for enforcement of this Contract.
11. **ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS:** This Contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to this Contract. Except as previously stated, if any term in any incorporated attachment or in any Contractor's invoice contradicts or negates a term in this Contract, this Contract shall control. All amendments must be in writing signed by the parties.
12. **GENERAL LIABILITY:** Bidder shall hold City harmless for any loss, damage or claims arising from or related to bidder's performance of the Agreement herein. Bidder shall exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
13. **SPECIAL TERMS AND CONDITIONS:**
  - a. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the bid opening is available through prearrangement with the Purchasing Officer.
  - b. Proof, satisfactory to the City, must be provided by Bidder to show that any alternate article is equal to, or exceeds the bid specifications in design and performance. Complete and detailed comparative documentation for equipment other than requested in this solicitation is **required** to be submitted with bid. Equivalent items may be subject to performance testing.

- c. Bidders are especially cautioned to RECHECK BID PRICES FOR ERRORS prior to submitting bid as changes in bid prices after opening date and hour of bid due to an error WILL NOT BE PERMITTED OR ACCEPTED. Bidder shall be required to furnish equipment at price or prices bid on or be penalized by removal from bidder's list for a period of one year.
- d. **For purposes of addressing questions concerning this Invitation to Bid, the sole contact will be the Purchasing Officer. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.**
- e. The City of Wasilla reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.
- f. A Contractor may withdraw the proposal at any time prior to the day of the bid opening. However, all proposals shall be irrevocable for a period of ninety (90) days from the day of the proposal opening.

g. Insurance Requirements:

*Workers' Compensation and Employer's Liability Insurance*

- i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
- ii. Employer's Liability insurance with a minimum limit of:
  - 1. Bodily Injury by Accident - \$100,000 per accident
  - 2. Bodily Injury by Disease - \$100,000 per employee
  - 3. Bodily Injury by Disease - \$500,000 policy limit
- iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.

*Commercial General Liability Insurance*

- iv. Minimum Limits required:
  - 1. \$2,000,000 General Aggregate
  - 2. \$1,000,000 Products & Completed Operations Aggregate
  - 3. \$1,000,000 Personal and Advertising Injury
  - 4. \$1,000,000 Each Occurrence

## SCOPE OF WORK

Provide all labor, material and equipment to paint the City Hall Building exterior located at 290 E. Herning Avenue; and the Herning-Teeland Building exterior located at 300 N. Boundary Street. The City Hall Building includes both wood and masonry exterior surfaces with a metal handicap ramp to be painted. City Hall will receive a color change from brown to green, light green base with dark green trim. The Herning-Teeland Building has wood exterior finishes with an exposed concrete basement wall at one end. This building will be repainted the same gray color with white trim, and it includes painted lettering on the south facing exterior wall which will be replaced as part of this contract.

Bidder is responsible to estimate exterior surface areas and primer/paint quantities which will include one (1) primer coat and two (2) coats of paint on each building and ramp. Test panels of at least 100 square feet in area shall be provided to confirm color match and appearance. Use Sherwin-Williams: Exterior Oil-Based Wood Primer Y24W8020; Loxon Acrylic Primer A24W300 for masonry; and Duration Exterior Latex Satin Coating K33 Series paint (or equal products). For metal ramp, use: Macropoxy 464 as primer and Sherthane Marine Coating Paint (or equal). Remove all surface contamination by washing (low pressure for wood surfaces) with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull.

Sand any exposed wood to a fresh finish. Patch all holes and imperfections with a wood filler and sand smooth. Spot prime knots and sap streaks. High pressure washing is allowed for masonry surfaces. Repair masonry cracks, voids and other holes with appropriate patches and sealants. Gaps between windows, doors, trim, boards and other through-wall openings shall be filled with appropriate caulk after priming the surface. Roller-applied coats or spry applied coats shall equal the quality of brush-applied coats. Use roller on flat surfaces after spraying. Protect other surfaces whether to be painted or not from damage during painting. Use drop cloths. Use masking tapes that can be removed without damaging or leaving residue on substrate. Clean all surfaces and surrounding areas from residue paint and overspray upon completion.

This project is subject to the Equal Employment Opportunity requirements. No bid will be accepted from any contractor to whom bid documents have not been issued by the City of Wasilla. The City of Wasilla reserves the right to reject any and all bids, and to waive any informalities and irregularities in Bidding or award of the Contract.

### Project Schedule:

April 29, 2010	Bid Opening
May 11, 2010	Contract Award
May 19, 2010	Notice to Proceed*
June 30, 2010	Completion Date

\*Notice to Proceed will be for Teeland-Herning building first, and depending on funding, may be July 1, 2010 for City Hall.

**BID SCHEDULE**

ITEM #	PAY ITEM NAME AND UNIT BID PRICE IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	Herning-Teeland Building <hr/> (Lump Sum) in words	All Required	\$ Lump Sum	
Total Bid			\$	
<hr/> (Total Bid Price In Words)			<hr/>	

ITEM #	PAY ITEM NAME AND UNIT BID PRICE IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
2	City Hall Building <hr/> (Lump Sum) in words	All Required	\$ Lump Sum	
Total Bid			\$	
<hr/> (Total Bid Price In Words)			<hr/>	

**NOTE-The City will award each building based on the individual low responsive bid from any bidder.**

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Date \_\_\_\_\_

I have read, understand and agree to comply with the terms and conditions specified in this Invitation to Bid. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions must be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_

EXCEPTIONS: Attached additional sheets if necessary.