

**Presented By:**  
City Manager

**Action Taken:**  
Yes 5  
No 0  
Abstain 1

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-18-07-02**

**A RESOLUTION AWARDING A CONTRACT TO NOME MACHINE WORKS FOR  
THE PROVISION OF EMERGENCY VEHICLE REPAIR AND MAINTENANCE**

**WHEREAS**, the City of Nome advertised for sealed bids for the repair and maintenance of emergency vehicles; and,

**WHEREAS**, Nome Machine Works submitted a responsive bid; and,

**WHEREAS**, based on past performance, City Administration has deemed it to be the more qualified bid; and,

**WHEREAS**, the bid documents stated that the Nome Common Council would publicly award the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Nome Common Council that Nome Machine Works is awarded the contract for emergency vehicle repair and maintenance for the period beginning July 29, 2018 through July 28, 2019 with a one year renewal option upon agreement of both parties.

**APPROVED and SIGNED** this 23<sup>rd</sup> day of July, 2018.

  
\_\_\_\_\_  
**RICHARD BENEVILLE,**  
Mayor

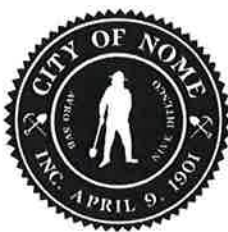
**ATTEST:**

  
\_\_\_\_\_  
**BRYANT HAMMOND,**  
Clerk

100

James Smith

100



## NOTICE OF INTENT TO AWARD

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TO: Bidders of Record

PROJECT DESCRIPTION: City of Nome Vehicle Repair and Service Contracts Bid

The City of Nome has received and opened bids for the subject contracts. Based upon careful review, the City intends to award the contracts as follows:

|                                          |                           |
|------------------------------------------|---------------------------|
| <u><b>Emergency Service Vehicles</b></u> | <i>Nome Machine Works</i> |
| Repair & Service                         | \$90/hr                   |
| Tow Service                              | \$50 callout + \$2/mile   |
| Parts & Supplies (cost +)                | 25%                       |

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <u><b>Light Duty Vehicles</b></u> | <i>Trinity Sails &amp; Repair</i> |
| Repair & Service                  | \$60/hr                           |
| Standard Oil Change               | \$120                             |
| Winter/Summer Tire Swap           | \$80                              |
| Tow Service                       | \$100 callout + \$3/mile          |
| Parts & Supplies (cost +)         | 23%                               |

|                                                         |                           |
|---------------------------------------------------------|---------------------------|
| <u><b>Heavy Dity / Specialty Vehicles Equipment</b></u> | <i>Rejecting all bids</i> |
| Repair & Service                                        | -                         |
| Tow Service                                             | -                         |
| Parts & Supplies (cost +)                               | -                         |

This staff recommendation will be heard by the Nome City Council on Monday July 23, 2018 at their Regular Scheduled Meeting at 7:00PM.

Any proposer who believes the contract has been improperly award may file a protest no later than Monday 5:00 PM, July 23, 2018.

Dated this 19<sup>th</sup> day of July, 2018.

CITY OF NOME  
OWNER

By \_\_\_\_\_  
Acting City Manager

**BID FORM  
VEHICLE & EQUIPMENT  
REPAIR/MAINTENANCE**

TO: BID ENCLOSED: Vehicle & Equipment Repair/Maintenance  
City Hall – City Clerk's Office  
102 Division Street, P.O. Box 281  
Nome, Alaska 99762

I bid as follows for the subject vehicle and equipment repair/maintenance, and in accordance with the terms and conditions of the contract attached hereto:

**Item 1) EMERGENCY SERVICE VEHICLES (SEE LIST - Subject to Change)**

REPAIR AND SERVICE: \$ 90<sup>00</sup>/HR (@ published standard labor guidelines if applicable)  
TOW SERVICE \$ 50<sup>00</sup> CALL OUT; \$ 2<sup>00</sup> PER MILE  
PARTS and SUPPLIES – Cost plus: 25 %

**Item 2) LIGHT DUTY VEHICLES (SEE LIST - Subject to Change)**

REPAIR AND SERVICE: \$ 85<sup>00</sup>/HR (@ published standard labor guidelines if applicable)  
STANDARD OIL CHANGE \$ 245<sup>00</sup> This is very difficult, due to variety of vehicles in the fleet and constant changes in parts pricing.  
(Including air filter, oil filter, oil, grease, and labor)  
WINTER/SUMMER TIRE SWAP \$ 160<sup>00</sup> Also gas VS Diesel Vehicles.  
TOW SERVICE \$ 50<sup>00</sup> CALL OUT; \$ 2<sup>00</sup> PER MILE  
PARTS and SUPPLIES – Cost plus: 25 %

**Item 3) HEAVY DUTY/SPECIALTY VEHICLES & EQUIPMENT (SEE LIST - Subject to Change)**

REPAIR AND SERVICE: \$ 100<sup>00</sup>/HR (@ published standard labor guidelines if applicable)  
TOW SERVICE \$ 50<sup>00</sup> CALL OUT; \$ 2<sup>00</sup> PER MILE  
PARTS and SUPPLIES – Cost plus: 25 %

I am authorized by my company to make this bid and understand all conditions of the repair and service contract. I also agree to comply with all conditions of the contract and all City of Nome Ordinances, including the Nome Zoning Code. I understand that failure to follow standard labor guidelines, wherever possible, will be considered breach of contract.

DATED this 17 day of July, 2018.

SIGNED: Matthew B. Johnson

Printed: Matthew B. Johnson on behalf of Nome Machine Works

Location of Garage which has sufficient working area to meet the conditions of the Contract:

121 E. 1<sup>st</sup> Ave Nome, Alaska 99762  
(Physical Address)

Invitation to Bid  
Vehicle & Equipment Repair/Maintenance  
July 2018

**EMERGENCY SERVICE VEHICLES**  
**REPAIR/SERVICE CONTRACT**

This Contract is made and entered on the \_\_\_\_ day of July, 2018, at Nome, Alaska by and between \_\_\_\_\_ (hereinafter called "Contractor") and the City of Nome (hereinafter called "City"), all being located in the City of Nome, Alaska.

**WHEREAS**, the City desires to obtain repair and servicing of its EMERGENCY SERVICE VEHICLES on a regular and prompt basis.

**NOW, THEREFORE**, in consideration of the covenants, conditions and stipulations herein contained, the parties mutually agree as follows:

1. Repair and Service – The Contractor agrees to repair and service EMERGENCY SERVICE VEHICLES of the City, in accordance with the use and season of the year and in compliance with procedures set forth in the manufacturer's recommended list of service. Service work shall include, but not be limited to, greasing, oil changes, oil filter changes, battery service, air cleaner service, cooling system service, hydraulic brake reservoir service, lights and gear box service, including differentials and transmissions.

2. Parts, Materials, and Lubricants – The Contractor shall be compensated for parts and materials at COST plus a reasonable profit. Contractor hereby agrees to maintain a reasonable parts and supplies inventory, including, but not limited to, all materials, parts, and supplies required for regular and routine vehicle maintenance as provided in Section 1 above.

A) Special ordering of materials, parts, and supplies shall be given prompt attention by the Contractor. Sources of supply must be established on the basis of prompt, reliable availability of parts.

B) Acquisition of rubber tires, batteries, repair of tires, body repair, and body painting are not necessarily a part of this repair and service Contract, but may be requested by the City.

C) A service reminder shall be placed in each piece of equipment, visible to the operator, which will inform the operator when the next scheduled maintenance is to occur.

The following is a list of vehicles and/or equipment currently in use by the City. The City reserves the right to add or delete vehicles/equipment during the term of this contract.

(a) VEHICLE(S) and/or EQUIPMENT:

**Emergency Services Vehicles:**

|      |                                       |
|------|---------------------------------------|
| NVFD | 1977 Ford Snorkel # 1 (XX 207)        |
| NVFD | 2015 Pierce Pumper Truck #4 (XZA 325) |
| NVFD | 1980 Ford Pumper # 6                  |

|             |                                                 |
|-------------|-------------------------------------------------|
| <b>NVFD</b> | <b>1987 Ford Fire Truck # 7 (XXP 444)</b>       |
| <b>NVFD</b> | <b>1999 KME Rescue Fire Truck # 8 (XXY 925)</b> |
| <b>NVFD</b> | <b>2009 Pierce Fire Truck #9 (XYC 877)</b>      |
| <b>NVFD</b> | <b>1984 GMC Pickup (NVFD)</b>                   |
| <b>NVAD</b> | <b>2003 Ford F450 Ambulance</b>                 |
| <b>NVAD</b> | <b>2007 Ford F450 Ambulance</b>                 |
| <b>NVAD</b> | <b>2012 Ford F450 Ambulance</b>                 |

(b) **FREQUENCY OF SERVICE:**

All Manufacturers' recommendations regarding service schedules and lubrication types are to be followed at the prescribed frequency. Scheduled oil samples shall be conducted at manufacturer's recommendation. In the event a manufacturer preventative maintenance schedule is not available, perform the following every 180 days or 3,000 miles (whichever comes first):

1. Change engine oil & filter, check air and fuel filters
2. Check fluid levels – brakes/cooling/battery/other
3. Lubricate per manufacturer's recommendations
4. Check and tighten all belts and hoses
5. Check all brakes and clutch play (if applicable)
6. Inspect tires/exhaust/suspension/steering/glass/body
7. Check all lights – head/stop/turn/running/etc.
8. All safety equipment is to be operational: heaters, defroster, windshield wipers, etc.
9. Vehicle batteries shall be checked for charge
10. Check front end alignment/align as needed
11. Perform all other routine maintenance requirements of the manufacturer
12. Test drive

**Annually:**

1. Check and repack wheel bearings if needed
2. Inspect ball joints, tie rods, etc. for wear
3. Comprehensive engine tune-up per manufacturer's specifications
4. Perform all other routine maintenance requirements of the manufacturer
5. Test drive

The Contractor will notify the City Manager, or his designee, of any needed/suggested repairs beyond routine maintenance in excess of \$500.00 (a "major repair") and shall receive approval for this additional work PRIOR to its completion.

3. General Procedures – No City-owned vehicle shall be subject to servicing or delivery to a repair outlet without approval. The City shall utilize a Vehicle Work Order form which may be completed and submitted by any staff member and shall be completed and approved by the Department Head prior to vehicle service or repair. In case of emergency repair needs or absence of a Department Head, a department staff member may approve the form.

a. The approved work order form shall be delivered to the Contractor with delivery or pick-up of the vehicle.

b. The work order form shall be returned by the mechanic accompanied by the invoice for work performed *within 15 days of completion of the work.*

The Contractor shall maintain a record for each vehicle described above. The record shall report the services performed after each servicing. If a major repair (above \$500) is needed/recommended, the Contractor shall notify the City and receive authorization for such repair(s) PRIOR to any work being performed.

4. Vehicle and Equipment Repair and Service Rates – Except as may be agreed on an individual basis, the Contractor will perform vehicle and equipment repair and service, other than warranty work, in accordance with published standard labor guidelines' estimate of hours as is established and recognized in the automotive repair industry. The Contractor will supply to the owner the manual's stated number of hours for such work when requested to do so.

5. Performance – The essence of this Contract is performance in the area of maintaining vehicular and work equipment in satisfactory operating condition thus enhancing the quality of services being provided to the residents of Nome. As such, the City's vehicles must be given top priority. The City Manager is charged with administrative responsibility to assure that City services are maintained at a high level of continuity. In that light, the City reserves the right to obtain advice and counsel from outside sources regarding the state of repair or readiness of its vehicular and work equipment and to make arrangements outside the bounds of this Contract for corrections of all found deficiencies.

6. Service Records – The Contractor agrees to maintain for the present and future use and benefit of the City, a service record for each vehicle and/or piece of equipment including such information as work performed, hours and/or mileage, parts replaced, mechanical weaknesses or deficiencies noted during servicing, and charges for any and all such service. Said service record is, and at all times shall be, the property of the City, and the Contractor agrees to make such service records available for inspection, copying and removal by the City Manager.

7. Technical Manuals – Any technical manuals owned by the City which are associated with EMERGENCY SERVICE VEHICLES of the City shall be held in custody by the Contractor and surrendered upon termination of this Contract. The listing of manuals shall be made and attached to this Contract upon the signing of this Contract.

8. Inspection – *The Contractor states that he has sufficient garage working area, complicit with the Nome Zoning Code and the Nome Code of Ordinances, located at \_\_\_\_\_, to enable him to work on the equipment previously listed in a sheltered space protected from outside weather and that those vehicles of the City awaiting their turn for repair shall be so parked as to not be an obstruction on the City streets or a blockage to access of individually owned lots.* The City reserves the right to inspect the premises and working tools and equipment of the Contractor for

the purpose of determining the adequacy of these commitments by the Contractor. A failure by the Contractor to comply with these commitments *may* void this contract.

9. Insurance, Hold Harmless and Indemnification – The Contractor agrees to carry Garage Liability Insurance with a limit not less than \$1,000,000 (One Million Dollars), covering premises and operations, products and completed operations, and auto liability; and Garage Keeper’s Legal Liability Insurance with a limit not less than \$250,000 (Two Hundred & Fifty Thousand Dollars) during the term of this Contract. The Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “excellent” or “superior” by A.M. Best Company, or specifically approved by the City Manager. Should insurance be canceled or if there is threat of cancellation by the carrier, the City shall be notified immediately by the carrier. The parties agree that the City of Nome assumes no responsibility for liability, losses, or damages incurred by the Contractor in the performance of this Contract. The Contractor agrees to indemnify and hold the City harmless from and against any claims or liabilities for personal injury, property damage, and against any liens and encumbrances caused by the Contractor or arising from the operation of the repair and service business.

10. Fees:

|                     |                                                                        |
|---------------------|------------------------------------------------------------------------|
| Repair and Service: | \$_____ per hour (@ published standard labor guidelines if applicable) |
| Tow Service:        | \$_____ per call out; \$_____ per mile                                 |
| Part and Supplies:  | Cost plus _____%                                                       |

11. Parts Supplied by the City – The City will authorize or direct that certain parts be purchased with its own Purchase Order system. Such parts, when ordered, shall be identified for specific vehicles and the cost to the City shall be allocated to the specified vehicle. Such parts ordered and obtained by the City shall not have added to their cost the Contractor’s percentage markup.

12. Billings and/or Invoicing – All work performed will be properly documented and the billing and/or invoice submitted to the City for payment **MUST CONTAIN AN AUTHORIZED SIGNATURE ACCEPTING THIS WORK** *and be delivered within 15 days of completion*. Those authorized to accept work for repair and servicing are: City Manager and designee. All billing shall be F.O.B. Contractor’s garage in Nome, Alaska.

13. Payments – The City hereby agrees that all payments for service, parts and equipment shall be due and payable by the 15th day of each month following the month of invoicing.

14. Taxes and Charges – Contractor shall promptly and timely pay any applicable taxes, assessments (whether general or special), permit inspection and/or license fees, including but not limited to sales taxes, use taxes, real property, and/or personal property taxes.

15. Terms – This Contract shall remain in effect and enforceable from: July 29, 2018 through July 28, 2019, with a one year renewal option upon the written agreement of both parties.

16. Evidence of Contract – This Contract includes all of the terms, covenants, conditions, and stipulations between the parties, to the exclusion of all other written documents and oral representations. Prior to the implementation of this Contract, compliance with the insurance requirement and satisfactory inspection shall have been completed. A modification of this Contract shall not be binding upon either of the parties unless reduced to writing and signed by both parties. A failure by either party to insist upon the strict terms of this Contract shall not be construed as a waiver of terms or occurrences at any future time.

SIGNED and DATED this \_\_\_\_\_ day of July, 2018 at Nome, Alaska.

\_\_\_\_\_  
Thomas Moran,  
City Manager

\_\_\_\_\_  
Contractor:

**ATTEST:**

\_\_\_\_\_  
Bryant Hammond,  
City Clerk



Bidders of Record:

| <u>Company</u>         | <u>Representative</u> | <u>Contact Phone</u> |
|------------------------|-----------------------|----------------------|
| Nome Machine Works     | Matt Johnson          | 907-304-1535         |
| Trinity Sails & Repair | Rolland Trowbridge    | 907-434-1516         |

Cc: Tom Moran, City Manager  
Joe Horton, Public Works Director  
Jim West, Jr., Ambulance and Fire Chief  
Julie Liew, Finance Director