




City Manager/General Manager | 334 Front Street, Ketchikan AK 99901 | (907)228-5603

TRANSMITTAL MEMORANDUM

7c

TO: The Honorable Mayor & City Council Initials: 
FROM: Shawn Hart, Acting Assistant General Manager File #: MGR25-200
DATE: April 11, 2025 Mtg. #: 04/17/25 NBc
RE: **Award of Contract No. 25-03 – Utility Tree Pruning, Three Dog Construction, Inc.**

The motion detailed below was prepared at the request of KPU Electric Project Manager Mark Adams, who asked that it be placed before the City Council for consideration at its meeting of April 17, 2025. If adopted, the motion provides for awarding Contract No. 25-03, Utility Tree Pruning, to Three Dog Construction, Inc. in the amount of \$547,475, inclusive of \$30,000 authorized for emergent work for a total project cost of \$577,475.

In adopting the 2025 KPU annual budget, the City Council appropriated \$650,000 to the Electric Division's Technical Services operating account for the purpose of tree pruning along the utility's transmission lines and substations. As indicated in the attached memorandum from Mr. Adams, staff advertised for and received bids for Contract No. 25-03, with bids opened on March 10, 2025, at 2:00 p.m. in the City Clerk's office. Three (3) bids were received, and Mr. Adams' memorandum contains a summary of the bid amounts received. Three Dog Construction, Inc. submitted the apparent low bid of \$547,475. Staff recommends that the City Council accept the bid from Three Dog Construction, Inc. and authorize an additional \$30,000 for potential emergent work, bringing the total project cost to \$577,475. I concur with Mr. Adams' recommendation.

A motion has been prepared for City Council consideration.

Recommended Motion:

I move the City Council award Contract No. 25-03, Utility Tree Pruning, to Three Dog Construction, Inc., in the amount of \$547,475; authorize the use of \$30,000 for emergent work for a total project cost of \$577,475; authorize funding from the Electric Division's Technical Services O&M (Account 635.12); and direct the Acting General Manager to execute the contract on behalf of the City Council.



Electric Division
1065 Fair Street
Ketchikan, AK 99901

Phone: (907) 225-5505
Fax: (907) 247-0755

Memorandum

TO: Lacey G. Simpson, Acting KPU General Manager

FROM: Mark Adams, Electric Project Manager

DATE: March 28, 2025

SUBJECT: Request Authorization to Award Contract No. 25-03, Utility Tree Pruning to Three Dog Construction, Inc.

Ketchikan Public Utilities (KPU) Electric Division requests authorization to award Contract No. 25-03 Utility Tree Pruning to Three Dog Construction, Inc. in the not-to-exceed amount of \$577,475.00. Funds are available from the division's Technical Services O&M Account 635-12. The utility tree pruning contract is a critical component of providing reliable service throughout the greater community. This year's contract was updated over previous years' to be based on a contractor completing the spans of wire indicated on the work maps, regardless of the linear footage or the number of trees to be pruned; rather than being based on an estimate of the linear footage of spans. This new method allowed for a lump sum cost per work map, simplifies billing and inspections, and alleviates the margin of error in estimating the thousands of linear feet that make up these annual contracts.

A Request for Bids (RFB) was issued on February 5th, with received bids being publicly opened at the City Clerk's office on March 10th, and were as follows:

| | Three Dog Construction, Inc. (Ketchikan) | Coleman Environmental (Oregon) | Carlos Tree Service, Inc. (Anchorage) |
|--|--|--------------------------------------|---|
| Map Packet 1 Basis of Award | \$187,700.00 | \$270,214.00 | \$406,302.00 |
| Map Packet 2 Additional | \$359,775.00 | \$378,076.00 | \$1,156,129.66 |
| Total for all Maps | \$547,475.00 | \$648,290.00 | \$1,562,431.66 |
| Emergent Maps Tree Crew per Hour Monday-Friday | \$300.00 | \$195.00 | \$358.29 |

The basis of award was the lowest dollar amount to complete the forty-three (43) work area maps of "Map Packet 1" focusing on the main 34.5kV system backbone from Point Higgins Substation to the area near Whitman Creek. The additional sixty-two (62) maps of "Map

Packet 2” include many residential neighborhoods, as well as the 34.5kV line from the Whitman Creek area to Beaver Falls Powerhouse. Lastly, loaded labor rates were requested for any emergent work area maps that KPU provides during the contract. KPU is requesting approval for funding for Map Packet 1 Basis of Award, Map Packet 2 Additional, and \$30,000 for emergent work.

A Notice of Intent to Award was sent to the bidders on March 14th.

Recommendation:

It is recommended that the City Council award Contract No. 25-03, Utility Tree Pruning to Three Dog Construction, Inc., in the not-to-exceed amount of \$577,475.00; with funding from the Electric Division’s Technical Services O&M Account 635.12; and authorize the Acting General Manager to execute the contract on its behalf.

Attachment: Three Dog Construction’s Bid Proposal

BID PROPOSAL

TO: The City of Ketchikan, Alaska, herein called the City:

Pursuant to and in compliance with your Notice to Contractors Inviting Bids, Information For Bidders, Agreement and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiarized with all the terms of all the Contract Documents and with the project site and local conditions and costs affecting the performance as called for in the Contract Documents, hereby proposed and agrees to perform, within the time and in the manner stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the work labor, materials, tools, supplies, and all transportation and other services necessary to perform the Contract in a skillful and timely manner, all in strict conformity with the Contract Documents, including addenda for the following project:

UTILITY TREE PRUNING Contract 25-03

for an amount computed on the basis of the quantity of work actually performed at the prices set forth on the Bid Schedule herein contained consisting of eight (8) sheets, which is incorporated and made a part of this Bid Proposal:

The undersigned Bidder hereby proposes and agrees to obtain all necessary approvals, furnish all labor, tools, equipment, materials, temporary structures and services required to furnish work FOB Ketchikan at the following costs:

BID SCHEDULE

| ITEM 1) SECTION 3.3 MAP PACKET 1 (Including Traffic Control) | | | | |
|---|------------------|--------------|------------|-------|
| Work Area Map Page No. | Unit Quantity | Unit Type | Unit Price | |
| | | | Dollars | Cents |
| 4B-1 | 1 | LS | 3,600 | — |
| 4C-1 | 1 | LS | 3,600 | — |
| 5C-1 | 1 | LS | 11,700 | — |
| 5E-1 | 1 | LS | 7,200 | — |
| 6B-1 | 1 | LS | 2,925 | — |
| 6D | 1 | LS | 4,500 | — |
| 7E | 1 | LS | 1,500 | — |
| 7F | 1 | LS | 900 | — |
| 8E | 1 | LS | 1,500 | — |
| 8F | 1 | LS | 1,200 | — |
| 9H-1 | 1 | LS | 1,125 | — |
| 9C | 1 | LS | 1,575 | — |
| 10E | 1 | LS | 8,100 | — |
| ITEM 1 BID SCHEDULE CONTINUED NEXT PAGE | | | | |

| | | | | |
|--|---|----|---------|-------|
| 10F | 1 | LS | 2,250 | ✓ |
| 11D-1 | 1 | LS | 1,575 | ✓ |
| 11E-1 | 1 | LS | 3,600 | ✓ |
| 11F-1 | 1 | LS | 2,925 | ✓ |
| 12G | 1 | LS | 3,600 | ✓ |
| 13I | 1 | LS | 1,200 | ✓ |
| 14D-1 | 1 | LS | 11,250 | ✓ |
| 14B-1 | 1 | LS | 1,875 | ✓ |
| 14F-1 | 1 | LS | 3,825 | ✓ |
| 14C-1 | 1 | LS | 3,825 | ✓ |
| 14I | 1 | LS | 1,575 | ✓ |
| 15D-1 | 1 | LS | 3,600 | ✓ |
| 16A-1 | 1 | LS | 1,800 | ✓ |
| 16E | 1 | LS | 4,500 | ✓ |
| 16F | 1 | LS | 6,750 | ✓ |
| 17D | 1 | LS | 2,250 | ✓ |
| 17A-1 | 1 | LS | 0 | |
| 17E | 1 | LS | 2,400 | ✓ |
| 17F | 1 | LS | 1,200 | ✓ |
| 18C | 1 | LS | 5,400 | ✓ |
| 18A | 1 | LS | 1,800 | ✓ |
| 19A | 1 | LS | 1,800 | ✓ |
| 19B | 1 | LS | 1,800 | ✓ |
| 19C | 1 | LS | 7,200 | ✓ |
| 20D | 1 | LS | 7,200 | ✓ |
| 20A | 1 | LS | 2,250 | ✓ |
| 20B | 1 | LS | 1,800 | ✓ |
| 20E | 1 | LS | 18,000 | ✓ |
| 20F | 1 | LS | 9,000 | ✓ |
| 20G-1 | 1 | LS | 9,900 | ✓ |
| Total Bid Amount (words): | | | | |
| One hundred seventy five thousand five hundred Seventy five dollars and $\frac{00}{100}$ | | | | |
| | | | Dollars | Cents |
| Total Bid Amount (numbers): | | | | |
| \$ 175,575 $\frac{00}{100}$ | | | | |

| ITEM 2) MOBILIZATION/DEMobilIZATION (Lump Sum) | |
|---|----------------------|
| Total Bid Amount (words): | |
| Twelve thousand one hundred twenty five Dollars <u>no</u> Cents | |
| Total Bid Amount (numbers): | |
| \$ | 12,125 ⁰⁰ |

BASIS OF AWARD

The Basis of Award shall be lowest Dollar Amount for the Contractor to provide & perform any/all labor, tools, equipment, and work necessary to complete Bid Schedule Item 1 and Item 2.

| Full Dollar Amount to Complete Bid Item 1 and Bid Item 2 (Lump Sum) <u>Basis of Award</u> | |
|---|------------|
| \$ 187,700 | (Lump Sum) |
| <u>Dollar Amount Written</u> | |
| one hundred eighty seven thousand Seven hundred ^{and no 100} (Lump Sum) | |

After completion of Section 3.3 Item 1) Map Packet 1, or upon KPU authorization, the Contractor shall complete the below listed additional work area maps, as contract budget allows, billing at the following lump sum rates until the total contract amount has been met or the contract completion date has been reached.

| ITEM 3) SECTION 3.3 WORK AREA MAP PACKET 2 ADDITIONAL (Including Traffic Control) | | | | |
|--|------------------|--------------|------------|-------|
| Work Area Map Page No. | Unit Quantity | Unit Type | Unit Price | |
| | | | Dollars | Cents |
| 1B | 1 | LS | 12,600 | — |
| 1C | 1 | LS | 5,400 | — |
| 2D | 1 | LS | 7,200 | — |
| 2E | 1 | LS | 7,200 | — |
| 2F | 1 | LS | 5,400 | — |
| 2B | 1 | LS | 2,400 | — |
| 2C | 1 | LS | 3,000 | — |
| 3D | 1 | LS | 1,800 | — |
| 3A | 1 | LS | 2,025 | — |
| 3E | 1 | LS | 1,800 | — |
| 3B | 1 | LS | 2,400 | — |
| 3C | 1 | LS | 1,200 | — |
| 3F | 1 | LS | 2,250 | — |
| 4A | 1 | LS | 7,500 | — |
| 4D | 1 | LS | 20,400 | — |
| 4H | 1 | LS | 2,400 | — |
| 4B-2 | 1 | LS | 6,600 | — |
| 4E | 1 | LS | 7,200 | — |
| 4C-2 | 1 | LS | 1,200 | — |
| 5E-2 | 1 | LS | 2,400 | — |
| 5C-2 | 1 | LS | 4,200 | — |
| 5F | 1 | LS | 6,600 | — |
| 6B-2 | 1 | LS | 2,400 | — |
| 6E | 1 | LS | 1,200 | — |
| 9H-2 | 1 | LS | 2,550 | — |
| 9D | 1 | LS | 2,100 | — |
| 9A | 1 | LS | 1,200 | — |
| 10D | 1 | LS | 3,600 | — |

ITEM 3 BID SCHEDULE CONTINUED NEXT PAGE

| | | | | |
|-------|---|----|--------------|---|
| 11D-2 | 1 | LS | 4,800 | - |
| 11E-2 | 1 | LS | 9,000 | - |
| 11B | 1 | LS | 0 | - |
| 11C | 1 | LS | 1,800 | - |
| 11F-2 | 1 | LS | 1,950 | - |
| 12H | 1 | LS | 1,500 | - |
| 12I | 1 | LS | 5,400 | - |
| 12F | 1 | LS | 41,250 | - |
| 13G | 1 | LS | 6,750 | - |
| 13H | 1 | LS | 3,000 | - |
| 13D | 1 | LS | 10,200 | - |
| 12C | 1 | LS | 1,200 | - |
| 13E | 1 | LS | 4,200 | - |
| 13F | 1 | LS | 5,250 | - |
| 13I | 1 | LS | 1,350 | - |
| 14D-2 | 1 | LS | 12,000 | - |
| 14A | 1 | LS | 9,600 | - |
| 14B-2 | 1 | LS | 5,400 | - |
| 14E | 1 | LS | 7,200 | - |
| 14F-2 | 1 | LS | 2,400 | - |
| 14C-2 | 1 | LS | 2,400 | - |
| 15D-2 | 1 | LS | 1,500 | - |
| 16A-2 | 1 | LS | 1,500 | - |
| 17A-2 | 1 | LS | 3,000 | - |
| 16C | 1 | LS | 1,800 | - |
| 20G-2 | 1 | LS | 6,300 | - |
| 20H | 1 | LS | 14,400 | - |
| 20I | 1 | LS | 14,400 | - |
| 20J | 1 | LS | 13,500 | - |
| 20K | 1 | LS | 13,500 | - |
| 20L | 1 | LS | 12,600 | - |
| 20M | 1 | LS | 4,500 | - |
| 20N | 1 | LS | 1,800 | - |
| 20O | 1 | LS | 8,100 | - |

The Contractor shall complete any additional KPU-provided emergent work area maps, not included in Item 1 or Item 3, as contract budget allows, billing at the following loaded labor rates until the total contract amount has been met, or the contract completion date has been reached.

ITEM 4) LOADED LABOR RATES

| LINE CLEARANCE TREE TRIMMING CREW LOADED HOURLY LABOR RATES (Monday – Friday) | | | |
|--|-----------------------------|-----------------------------|-----------------------------|
| | Hours 1-8 | Hours 9-10 | Additional Hours |
| TOTAL TWO (2) PERSON QUALIFIED LINE CLEARANCE TREE TRIMMING CREW (Including Lead) COST PER HOUR (Monday – Friday) | \$ 300 ⁰⁰ | \$ 350 ⁰⁰ | \$ 350 ⁰⁰ |

| LINE CLEARANCE TREE TRIMMING CREW LOADED HOURLY LABOR RATES (Saturday) | | | |
|---|-----------------------------|-----------------------------|-----------------------------|
| | Hours 1-8 | Hours 9-10 | Additional Hours |
| TOTAL TWO (2) PERSON QUALIFIED LINE CLEARANCE TREE TRIMMING CREW (Including Lead) COST PER HOUR (Saturday) | \$ 350 ⁰⁰ | \$ 350 ⁰⁰ | \$ 350 ⁰⁰ |

ITEM 4 BID SCHEDULE CONTINUED NEXT PAGE

| TRAFFIC CONTROL LOADED HOURLY LABOR RATES (Monday – Friday) | | | |
|--|---------------------|----------------------|----------------------|
| | Hours 1-8 | Hours 9-10 | Additional Hours |
| 1 st Traffic Control Person (Monday – Friday) | \$ 75 ⁰⁰ | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ |
| Each Additional Traffic Control Person (Monday – Friday) | \$ 75 ⁰⁰ | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ |

| TRAFFIC CONTROL LOADED HOURLY LABOR RATES (Saturday) | | | |
|---|----------------------|----------------------|----------------------|
| | Hours 1-8 | Hours 9-10 | Additional Hours |
| 1 st Traffic Control Person (Saturday) | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ |
| Each Additional Traffic Control Person (Saturday) | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ | \$ 100 ⁰⁰ |

The Contractor shall include, with this bid packet, copies of training records as required in Section 2.1(V).

The Contractor shall include, with this bid packet, proof of enrollment in an approved controlled substance and alcohol use testing program, as required in Section 2.1(XXVI)(C).

1. **Award of Contract.** The City shall have the right to reject this bid proposal and such bid proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its opening.
2. **Execution of Contract and Performance Security.** It is understood and agreed that if written notice of the acceptance of this proposal and award of the Contract is mailed, telefaxed or delivered to the undersigned Bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn in writing, the undersigned Bidder will execute and deliver the Agreement in the form set forth in the Contract Documents to the City in accordance with the proposal as accepted, and will also furnish and deliver to the City the performance and payment bonds on the forms provided in the Contract Documents, the Certificate of Insurance and policies of insurance and any other documents or bonds called for in the Contract Documents, all within ten (10) days after notice of acceptance and award of the Contract is given.
3. **Notice of acceptance and award of the Contract** or requests for additional information may be addressed to the undersigned Bidder at the business address set forth at the end of this proposal.

4. **Wherever in this proposal** an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
5. Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

| ADDENDUM NO. | DATE OF RECEIPT OF ADDENDUM | SIGNED ACKNOWLEDGMENT |
|-----------------|--------------------------------|---------------------------|
| 1 | <u>02/11/2025</u> | <u>Ernest A. Hamilton</u> |
| 2 | <u>02/24/2025</u> | <u>Ernest A. Hamilton</u> |
| 3 | <u>02/26/2025</u> | <u>Ernest A. Hamilton</u> |
| 4 | <u>03/04/2025</u> | <u>Ernest A. Hamilton</u> |

(Note: Failure to acknowledge receipt of any addenda may be considered an irregularity in the proposal and grounds for rejection of the bid.)

BIDDER:

Three Dog Construction Inc
Company Name

By: Ernest A. Hamilton
Signature

President
(Title)

Alaska Contractor License No. CONE 38486

Telephone & Fax 907 225-1356 For 907 247-1356

Business Mailing Address 320 Alder St Ketchikan Alaska 99901

Email Address threedogfan@yahoo.com

Date 03/10/, 2025

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is co-partnership the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if Bidder is an individual, the appropriate signature shall be placed above.

LOCAL BIDDER PREFERENCE STATEMENT

I, Ernest I Hamilton, certify that I am an authorized agent for Three Dog Construction Inc., hereinafter referred to as **CONTRACTOR** is a local person, firm, or corporation as set forth in KMC 3.12.040(c); that **CONTRACTOR** holds a current Alaska business license; that **CONTRACTOR** submits a bid for goods or services under the name appearing on the **CONTRACTOR's** current Alaska business license; that **CONTRACTOR** has maintained a place of business within the boundaries of the Ketchikan Gateway Borough for a period of not less than six (6) months immediately preceding the date of the bid; and that **CONTRACTOR** is not delinquent in the payment of any taxes, charges, or assessments owing to the City of Ketchikan or to the Ketchikan Gateway Borough on account of that business.

Three Dog Construction Inc
CONTRACTOR

By: Ernest I Hamilton

Title: President

Alaska Business License No. 983515

(Corporate Seal)

N/A

CONTRACTOR QUALIFICATION RECORD

CONTRACTOR's Line Clearance Tree Trimmers performing tree pruning & removal services within the 10-foot Minimum Approach Distance (MAD) of KPU's transmission & distribution (T&D) system shall be trained, experienced, and qualified under the OSHA 1910.269 standard, in particular 1910.269(r), as well as all other pertinent OSHA regulations.

YES ☒ NO ☐ OSHA 1910.269 is fully understood and shall be complied with

YES ☒ NO ☐ MADs shall be abided by

YES ☒ NO ☐ Line Clearance Tree Trimmers subject to OSHA 1910.269, be capable of identifying potentially dangerous situations, and be trained and certified in the related safe work practices.

YES ☒ NO ☐ Each Line Clearance Tree Trimmer shall utilize properly maintained, tested, and inspected insulated tools and equipment when working within the MAD of energized electrical components.

YES ☒ NO ☐ Each Line Clearance Tree Trimmer has training & experience in climbing techniques, bucket truck operation, and appropriate rescue procedures.

YES ☒ NO ☐ Each Line Clearance Tree Trimmer shall comply with the specifications and the arborist standards of this contract.


YES ☒ NO ☐ Proper traffic control shall be practiced, including abiding by the Manual on Uniform Traffic Control Devices (MUTCD), and obtaining any/all necessary traffic control permits from the respective right-of-way (ROW) owner. All traffic control personnel shall have current training from ATSAA.

List below any and all training that the Contractor has provided its Line Clearance Tree Trimmers:

- 1) IBEW Local 77
- 2) J.A.T.C Journeymen Apprentice Training Committee
- 3) ATSSA Flagger Training
- 4) EFR-Primary Care (CPR) & Sec Care (1st Aide) with AED

List below the on-the-job experience the Contractor's Line Clearance Tree Trimmers have working in the vicinity of energized high-voltage electrical components, including length of time:

- 1) Tree Pruning Contracts KPU Utility Tree Pruning Contract No. 21-04, N19-05
- 2) KPU Electric Tree Pruning varies sites as hired for jobs 2014 through 2024
- 3) Kodiak Electric (A.P.T.) Alaska Power & Telephone
- 4) Chelon Company Public Utilities Division
- 5) Avista

Bidder/Contractor Signature:  Date: March 10, 2025

SAFETY AGREEMENT

The successful bidder, as contractor, is expected to comply with all applicable provisions of federal, state, and municipal safety laws.

Before award of a Contract, the Contractor shall sign and submit the Safety Agreement

In order to ensure the health and safety of individuals hired to perform services for the City of Ketchikan it shall be understood that the following shall be abided to regardless of the person's position in the company. *The Contractor shall exercise all precautions for the safety of its employees and of the general public and of the Owner's employees and property, and shall comply with all applicable provisions of federal, state, and municipal safety laws, building and construction codes, and the safety rules and other regulations of the Owner, including, but not limited to, the requirements of the U.S. Occupational Safety and Health Administration (OSHA) or applicable state statutes in lieu thereof. The Contractor shall also comply with the recommendations in the "Manual of Accident Prevention in Construction of the Associated General Contractors of America" insofar as applicable, unless such recommendations are incompatible with federal, state or municipal laws or regulations. Monthly reports of all lost-time accidents shall be promptly submitted to and shall include such data as are requested by the Owner.*

All instances of non-compliance must be immediately corrected and can result in the immediate termination of the service agreement.

By acceptance of any Contract from the City of Ketchikan, you herein certify that you have read and understand the policy stated above and will abide to its standards.

Company Name: Three Dog Construction, Inc.

Company Representative Printed Name: Ernest I. Hamilton

Company Representative Signature: 

DATE: March 10, 2025

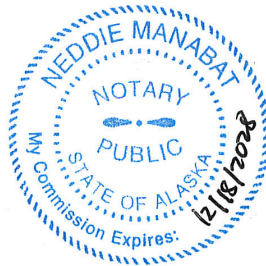
CITY OF KETCHIKAN)
) ss.
KETCHIKAN, ALASKA)


Ernest I. Hamilton President of Three Dog Construction, Inc., first being duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or behalf of any person not herein named, and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to him self an advantage over any other bidder or bidders.

Ernest I. Hamilton / President

Ernest A. Hansen
CONTRACTOR

Subscribed and sworn to before me this 10th day of March, 2025




NOTARY PUBLIC FOR ALASKA
My Commission Expires: 12/18/2028