

Should this item be pulled from the consent agenda, the following motion is suggested:

POSSIBLE MOTION

I move to award a contract to Aggregate Construction, Inc. for \$163,788.00 to mill and repave Verstovia Street, to include driveway approaches and entrances.



City and Borough of Sitka

PUBLIC WORKS

113 JARVIS STREET • SITKA, ALASKA 99835
PHONE (907) 747-4041 • FAX (907) 747-7668

MEMO

To: Mayor McConnell and Assembly Members
Mark Gorman, Municipal Administrator

From: Michael Harmon, Public Works Director *MH*
Gary Baugher Jr., Public Works M&O Superintendent *GEB*

cc: Jay Sweeney, Finance Director *JG*

Date: June 2, 2014

Subject: Mill and Overlay Verstovia Avenue

Background

Verstovia Avenue is listed to mill and repave on our five year street repair plan due to its remaining service life making it a prime candidate for a mill and repave. Verstovia Avenue was originally paved over 20 years ago when a lot of other streets were paved. A streets service life is calculated off of a 20 year life cycle. Verstovia Avenue is a well-traveled residential road that is experiencing a lot of maintenance issues such as alligator cracking making this road difficult to navigate.

Analysis

A formal bid was advertised in May 2014. The City and Borough of Sitka received one bid from Aggregate Construction, Inc. (ACI) in the amount of \$163,788.00. This project consists of milling and repaving approximately 2778 Linear Feet of Verstovia Street from Sirstad Street to Pherson Street, to include driveway approaches and entrances. This project has a substantial completion by September 15, 2014 with 30 days for Final Completion.

Fiscal Note

The funding for this project will come from the Capital Projects Budget, G/L 700-600-630-5212.000 project # 90735. The FY13 budget included an appropriation in the amount of \$150,000 for repaving Verstovia Avenue. The proposed FY15 budget includes an additional appropriation of another \$150,000 for the project, for \$300,000 total. To be ready to move forward promptly with the commencement of this project, Administration is asking for conditional approval to award a contract to Aggregate Construction in the amount of \$163,788, pending final approval of the FY15 budget. Actual contract documents will not be signed until the FY15 budget is formally approved by the Assembly.

Recommendation

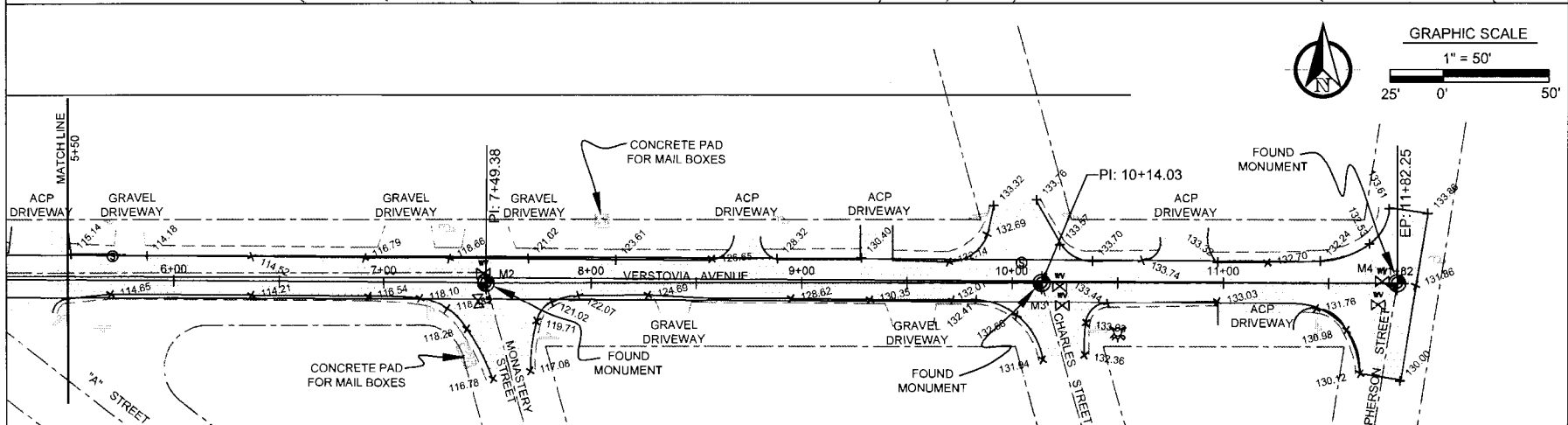
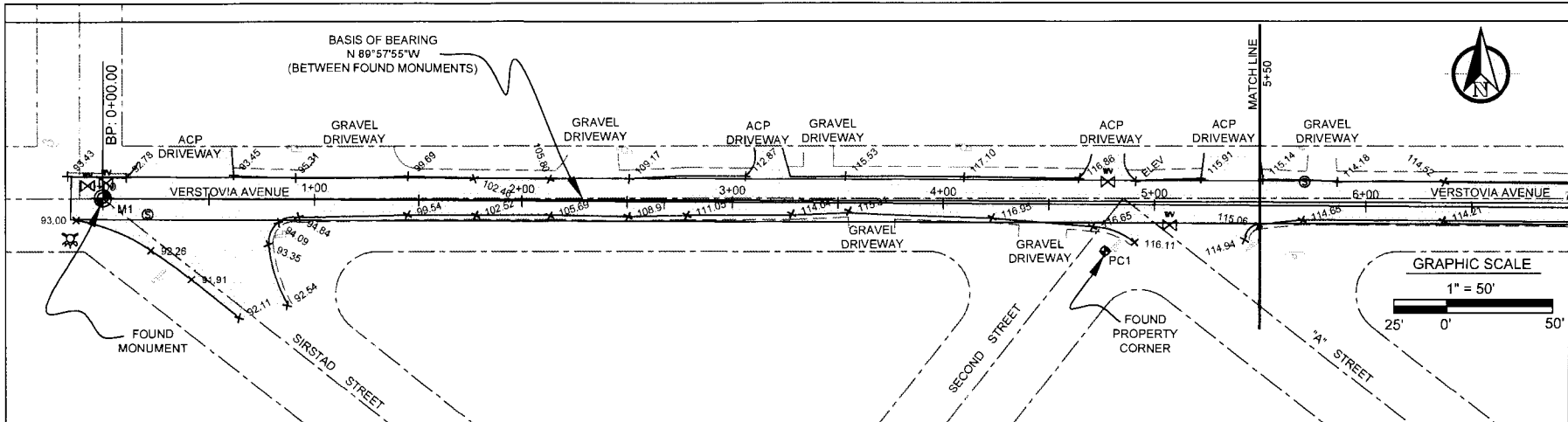
Award Aggregate Construction, Inc. (ACI) with a contract for \$163,788.00 to mill and repave Verstovia Street, to include driveway approaches and entrances. Project number 700-90735.

**Mill and Overlay Verstovia Avenue - May 29, 2014 - Clerk's Office
City and Borough of Sitka, Alaska**

	CONTRACTOR	Plan Holders List	Alaska Business License	Alaska Contractors Certificate	<u>Bid Form</u> signed & notarized	Bid Bond 5% base bid	ADD. ACK. (1, 2, 3)	Base Bid amount	Additive Alternate #1	GRAND TOTAL
1	Aggregate Construction Inc.	Y	Y	Y	Y	Y	NA	\$ 156,788.00	\$ 7,000.00	\$ 163,788.00
2										\$ -
3										\$ -
4										\$ -
5										\$ -
6										\$ -

Staff Present: Municipal Clerk Colleen Ingman, Contract Coordinator Tori Fleming, Nick Kepler, Public Works Maintenance Supervisor, Gary Baugher PW M&O Superintendent

NOTE:



****LEGEND****

POWER POLE		ROW/PLATTED CENTERLINE	
SPOT ELEV.		EDGE OF GRAVEL	
SEWER MANHOLE		EDGE OF EXISTING ASPHALT	
WATER VALVE		EDGE OF PROPOSED ASPHALT	
HYDRANT			
SIGN			
FOUND MONUMENT			
EXISTING CONCRETE			
EXISTING ASPHALT			

NEW ASPHALT AREA = 25,754 S.F.

NOTES:
1. BASIS OF COORDINATES & ELEVATIONS ARE ASSUMED

DESCRIPTION	CONTROL POINT DATA		
	NORTHING	EASTING	ELEVATION
M1 FOUND MONUMENT	10007.708	10110.755	92.38
M2 FOUND MONUMENT	10002.33	10860.117	119.29
M3 FOUND MONUMENT	10002.198	11124.768	133.10
M4 FOUND MONUMENT	10001.992	11292.989	131.57
PC1 FOUND PROP. CORNER	9992.582	10587.502	117.01

CITY OF SITKA
DESIGN SURVEY

VERSTOVIA AVENUE

SHEET NUMBER
1 2

LOG
Larson Inc
Professional engineering company

CITY AND BOROUGH OF SITKA
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION OF
MILL AND OVERLAY VERSTOVIA AVENUE

This Agreement is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA
100 LINCOLN STREET
SITKA, AK 99835

CONTRACTOR: AGGREGATE CONSTRUCTION, INC
LARRY SHINN
P.O. BOX 772
SITKA, AK 99835

On June 10, 2014, the City and Borough of Sitka Assembly approved the award recommendation, based on the response to the bid request, entitled. "Mill and Overlay Verstovia Avenue."

The Owner and Contractor agree to the following terms and conditions concerning Construction of Mill and Overlay Verstovia Avenue, as set forth below.

ARTICLE 1
THE WORK

The Contractor shall perform all the work required by the contract documents enumerated in Article 6, below, for Construction of Mill and Overlay Verstovia Avenue and related work.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice to Proceed. All work must be substantially completed no later than **September 15, 2014** with an additional 30 days for final completion. Time is of the essence, and liquidated damages will be charged against the Contractor as provided in Article 11, below.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of **\$ 163,788.00** for the successful completion of the specified work.

ARTICLE 4

PROGRESS PAYMENT

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled Contractor payday, the Contractor shall be paid for the value of the work performed and materials stored at the site during the period preceding payment. Each application for progress payment shall be on an approved Application for Payment form and shall contain a completed Schedule of Values. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or its representative may require. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the written consent of surety to such payment and shall submit notarized waivers of lien from all materialmen and subcontractors.

ARTICLE 5 FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after issuance of a Certificate of Final Completion of the work subject to provisions of the General conditions. The Certificate of Final Completion acknowledges that all work required by the contract documents has been completed in accordance with requirements of the contract. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this agreement by reference and which form the contract documents are:

- A. The Contractor's executed bid form and bid schedule, dated May 28, 2014.
- B. Addendum No's. N/A.
- C. The Project Manual, entitled Mill and Overlay Verstovia Avenue, dated Monday, May 12, 2014 which includes Part I – Bidding Documents; Part II – Contract Documents; Part III – State and Federal Davis Bacon Requirements; Part IV – Special Provisions; Part V – Drawings.
- D. All reports contained in said Project Manual or otherwise referenced and incorporated into the contract documents.
- E. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- F. All Bonds required by the Project.
- G. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.
- H. The Drawings, entitled Design Survey Verstovia Avenue (1 pages).

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement.

ARTICLE 7
NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

OWNER

City and Borough of Sitka
Public Works Director
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR

Aggregate Construction, Inc
Larry Shinn
PO Box 772
Sitka, AK 99835

ARTICLE 8
INSURANCE AND INDEMNIFICATION

Before the execution of the Contract, the Contractor shall obtain all insurance required under this section; and he shall not allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance applicable to his work. The Contractor shall maintain insurance throughout the life of this Contract including the warranty, guarantee and maintenance period.

Proof of the required insurance shall be provided to the CBS in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. **All insurance policies required under this Article shall name the CBS as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CBS.**

The Contractor, its principals, partner, employees, agents, representatives, heirs or assigns, hereby agrees to protect, defend, save harmless and indemnify the CBS, its officials, employees and authorized representatives or its successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever from or by reason or on account of, as a result of work or activities or any nature whatsoever arising directly or indirectly under this Contract including any claims for injury to person or property or death to the parties or to employees of the Contractor or its principals or of the CBS.

The Contractor shall provide the following types of insurance:

- | | |
|--|-------------------------------|
| 1. Worker's Compensation | Minimum Limits |
| Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes. | Statutory |
| 2. Comprehensive General Liability Single Limit | Minimum Limits
\$1,000,000 |

General Aggregate	\$2,000,000
3. Comprehensive Automobile Liability	Minimum Limits
Including all owned, hired and non-owned vehicles	\$1,000,000

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in City and Borough of Sitka Standard Specifications, Division 10, Article 6.18. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

ARTICLE 9
JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

ARTICLE 10
ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City and Borough of Sitka Clerk and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City and Borough Clerk shall control.

ARTICLE 11
LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$250.00) each calendar day that expires after the contract time required for substantial completion. Further, should the Contractor fail to meet the final completion requirements within 30 calendar days following substantial completion, he will be additionally assessed liquidated damages based on the same formula per calendar day until final completion is satisfied.

**ARTICLE 12
NONDISCRIMINATION**

Contractor will not discriminate against any employee or applicant for employment because of race, color religion, national origin, ancestry, age, sex or marital status or mental or physical handicap. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical handicap. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, or marital status or mental or physical handicap.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this Agreement Between Owner And Contractor For Construction of Mill and Overlay Verstovia Avenue on behalf of the party they represent.

CITY AND BOROUGH OF SITKA

CONTRACTOR

Municipal Administrator

Name and Title of Office (printed or typed)

Date: _____

Company Name (printed or typed)

ATTEST:

Municipal Clerk

Signature

Date: _____

**AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

Municipal Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 20____ by _____, **Municipal Administrator** of
the City and Borough of Sitka, an Alaska municipal corporation, for the corporation on
behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires:_____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 20____ by _____, the (title of
office) _____ of (name of corporation)
_____ for and on half of the corporation.

Notary Public for State of Alaska
My Commission Expires:_____