

MEMORANDUM

To: Mayor McAdams and Assembly Members
Jim Dinley, Administrator

Through: Michael Harmon, P.E. Public Works Director 

From: Daniel Jones, P.E., Engineering Manager (Operations)

cc: Dave Wolff, Finance Director
Mike Webb, Public Works Maintenance Superintendent

Date: 8 September 2010

Subject: Grind and Repave Wortman Loop
Recommendation for Award of Sole Source Construction Contract

Aggregate Constructors, Inc. is the only paving contractor based in Sitka, and is the only paving contractor doing paving in Sitka this summer. This year the Public Works Department attempted to obtain multiple bids for paving work under the open market procedures of the Sitka General Code (SGC 3.16.030), but multiple paving contractors outside of Sitka who were contacted declined to bid.

The Wortman Loop pavement is in need of replacement prior to the coming winter's snow plowing season. Based on being late in the season and the clear indication that competitive bids could not be obtained from contractors outside of Sitka, the Public Works Department recommends a sole-source bid for this work from Aggregate Constructors, Inc. The proposal received, in the amount of \$211,000.00, was judged to be equivalent to costs under a competitive bidding process.

The Assembly can authorize sole-source contracts by motion, under SGC 3.16.060 "Exceptions to Competitive Bidding Requirements".

Fiscal Note:

Adequate funding for the project is available from the Fiscal Year 2010 and Fiscal Year 2011 General Fund/Streets capital budgets.

Recommendation:

Award a sole-source contract to Aggregate Constructors, Inc. to Grind and Repave Wortman Loop, in the amount of \$211,000.

**BID SCHEDULE:
GRIND AND REPAVE WORTMAN LOOP PROJECT
SITKA, ALASKA**

The undersigned proposes to furnish all tools, equipment, supplies, manufactured articles, labor and materials, services and incidentals, and to perform all work necessary for the Substantial Completion of the Project as shown and specified in strict accordance with the Contract Documents.

BASE BID:

Item No.	Approx. Quantity	Pay Item	Unit Price	Amount to include in Base Bid Total Below
1.	Lump Sum (LS)	Grind and Repave Wortman Loop	N/A	\$188,000.00
One Hundred Eighty Eight Thousand Dollars				Per LS
Written Lump Sum				
2.	200 CY	Unclassified Excavation	\$20.00/CY	\$4,000.00
Four Thousand Dollars				
Written Amount				
3.	200 CY	2-Inch Minus Sub-Base	\$20.00/CY	\$4,000.00
Four Thousand Dollars				
Written Amount				
4.	500 Tons	D-1	\$30.00/Ton	\$15,000.00
Fifteen Thousand Dollars				
Written Amount				
BASE BID - TOTAL PAY ITEMS 1, 2, 3, and 4				\$211,000.00
<i>Two Hundred Eleven Thousand Dollars</i>				
Base Bid - <i>Total Written</i> (Pay Items 1, 2, 3 and 4)				

Date: 9-7-2010

Contractor: AGGREGATE CONST. INC.

Signature: *Jerry P. Smith* PRES.

CITY AND BOROUGH OF SITKA
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
GRIND AND REPAVE WORTMAN LOOP PROJECT

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 INCORPORATED
401 GRANITE CREEK ROAD
SITKA, AK 99835

The Owner and Contractor agree to the following terms and conditions concerning the Grind And Repave Wortman Loop Project, as set forth below.

Assembly approved award recommendation date: _____

ARTICLE 1
THE WORK

The Contractor shall perform all the work required by the contract documents enumerated in Article 6, below, for the Grind And Repave Wortman Loop Project.

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 November 15, 2010 with an additional 14 days for final completion. Should the Contractor and the Owner mutually agree, the Substantial Completion date will be extended to June 15, 2011. 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 \$211,000.00 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 proposal , dated September 7, 2010
- B. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- C. City and Borough of Sitka Contract Special Provisions dated September 2010 (attached).

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 Incorporated
Larry Shinn
401 Granite Creek Road, #6
Sitka, AK 99835

ARTICLE 8
INSURANCE AND INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in the City and Borough of Sitka Standard Construction 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 Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion and Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for final completion to the actual date of final completion determined as set out in the CONTRACT documents.

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 Grind and Repave Wortman Loop Project and related work 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)

Signature

Date: _____

ATTEST:

Municipal Clerk

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 _____
_____200___ 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 _____
_____200___ 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: _____

CITY AND BOROUGH OF SITKA
Grind and Repave Wortman Loop, September 2010

SPECIAL PROVISIONS

1. SCOPE OF WORK

Provide all labor, equipment, materials, and supervision necessary to replace approximately 1750 lineal feet of existing asphalt by milling the existing asphalt, grading and compacting the milled asphalt as base for the new asphalt placing new 2-1/2" (compacted) asphalt mat x 20 or 18 feet wide as indicated on the drawings, and grading and compacting shoulders against new asphalt. Note that the work includes a small portion of Charteris Street at the Wortman Loop/Charteris intersection. The work will require an estimated 500CY of unusable excavation, 1000CY of Sub-base, Grade B, and 500CY of Base, D-1 to be provided by the Contractor, paid for by unit price.

The completed roadway shall have a 3% crown or 3% superelevation/cross slope as indicated on the plans or as directed by the City and Borough representative onsite during the work.

Traffic Control will be provided by the Contractor.

2. REFERENCE TO CITY AND BOROUGH OF SITKA STANDARD SPECIFICATIONS (CBSSS)

This Contract is subject to and hereby incorporates by reference the City and Borough of Sitka Standard Specifications; Streets – Drainage – Utilities – Parks, dated 2002, hereafter referred to as **CBSSS**. These Special Provisions amend the CBSSS. Standard Details contained in the CBSSS are also to be considered a part of this Contract. Details shown on the Plans shall govern over like standard details contained in the CBSSS unless otherwise noted in the Special Provisions.

MODIFICATIONS AND/OR ADDITIONS TO THE CITY AND BOROUGH OF SITKA STANDARD SPECIFICATIONS

The following provisions of CBSSS are hereby amended:

DIVISION 40 – ASPHALT SURFACING

SECTION 40.02 – ASPHALT CONCRETE PAVEMENT

Article 2.2 – Material and Testing

Replace this Article with the following:

The Job Mix Design used for the ADOT/PF Sawmill Creek Road – Halibut Point Road Roundabout, Project No. ACHHE-000S(549)/68943, shall be used for this Project. The requirements of ADOT/PF Standard Specifications, 2004 Edition, and the Special Provisions

for this ADOT/PF project shall apply to the Grind and Repave Wortman Loop project, except as shown and described in the Contract Documents.

Article 2.3 – Composition of Mixes

Replace this Article with the following:

The Job Mix Design used for the ADOT/PF Sawmill Creek Road – Halibut Point Road Roundabout, Project No. ACHHE-000S(549)/68943, shall be used for this Project. The requirements of ADOT/PF Standard Specifications, 2004 Edition, and the Special Provisions for this ADOT/PF project shall apply to the Grind and Repave Wortman Loop project, except as shown and described in the Contract Documents.

Article 2.5 – Construction

i. Compaction

Replace the third and fourth paragraphs with the following:

Compact asphalt concrete mixture immediately after it is placed and spread, and as soon as it can be compacted without undue displacement, cracking or shoving. Perform initial breakdown compaction while the asphalt concrete surface mixture temperature is greater than 235°F and finish compaction before the surface temperature reaches 150°F.

Article 2.6 – Density and Surface Requirements

Replace the first two paragraphs with the following:

Compaction of the asphalt concrete mixture shall meet the requirements of ADOT/PF Standard Specifications, 2004 Edition, Section 401-3.13 COMPACTION.

The minimum specification limit for the longitudinal joint density will be 91% of the maximum specific gravity (MSG) from the approved Job Mix Design. Density will be determined with WAQTC FOP for AASHTO T 166/T& 275.

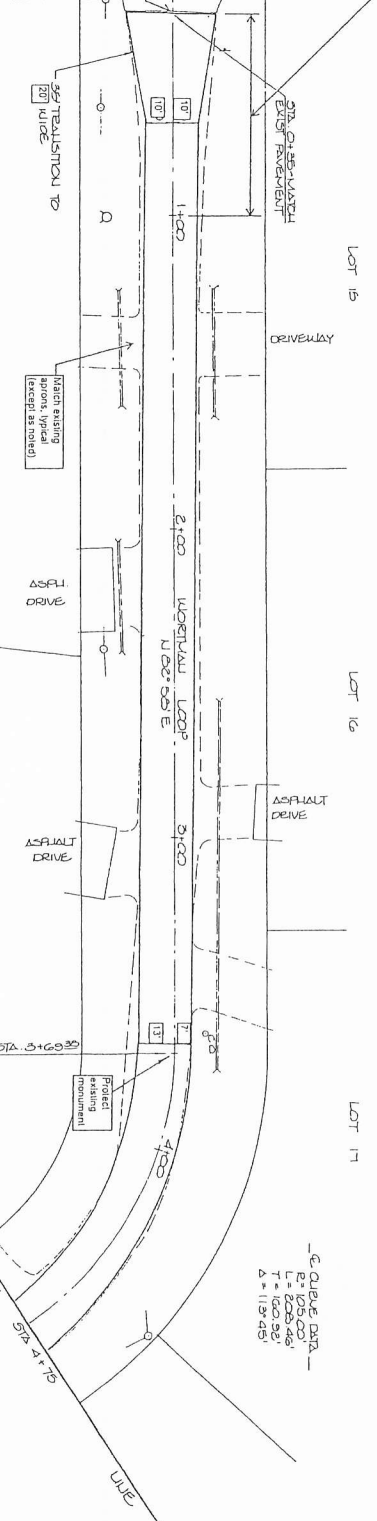
The finished surface of asphalt concrete paving shall match dimensions shown on the Drawings for horizontal alignment and width, profile grade and elevation, crown slope, and paving thickness. Water shall drain without puddles across the pavement surface. The surface shall be of uniform texture and without ridges, humps, depressions, and roller marks. The surface shall be free of raveling, cracking, tearing, rutting, asphalt cement bleeding, and aggregate segregation. The asphalt mixture shall be free of foreign material, uncoated aggregate, and oversize aggregate.

The Engineer will determine whether the unacceptable asphalt concrete mixture shall either be corrected, or removed and replaced. Submit correction methods to the Engineer for approval prior to correction work commencing.

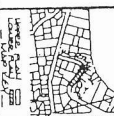
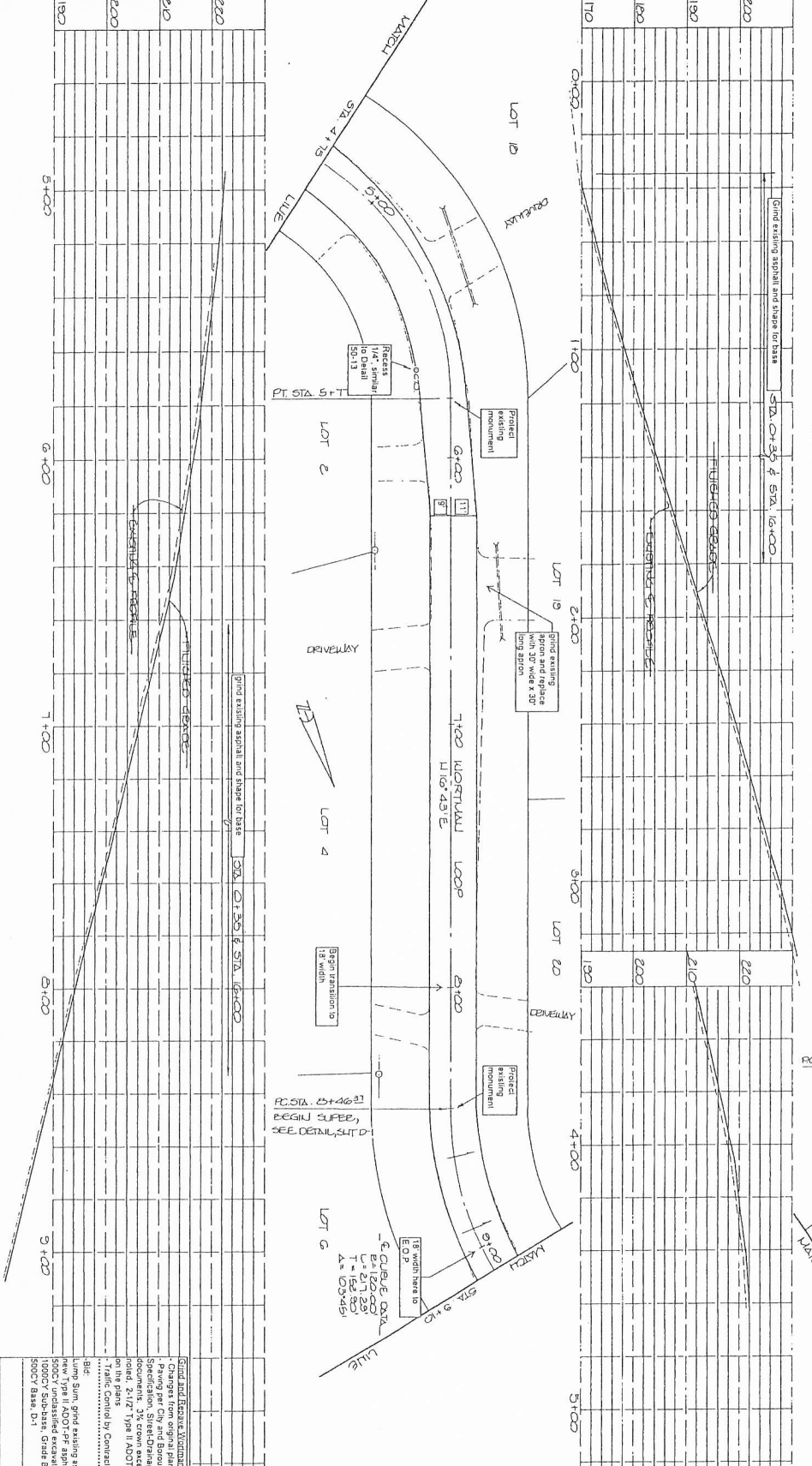
END OF SPECIAL PROVISIONS

After grading, remove base and replace with Sub-base, Grading B and Base, D, as directed by the Engineer.

Beginning of Project



— CURVE DATA —
 L = 200.45'
 T = 100.23'
 Δ = 113.45'



Sheet 1 of 3

Grind and Rebase Work Item - Standard 2011
 Changes from original plans as noted on these plans.
 Standard 2011
 Documents: 3% crown except 3% street/cross-slopes where noted, 2-1/2" Type II AOT-PP asphalt, 20' wide and 18' wide as noted on the plans.
 Traffic Control by Contractor

Bid: Lump Sum, grade existing asphalt, strips and roll as base course, place new Type II AOT-PP asphalt 20' wide and 18' wide as noted on the plans.
 10000' Subbase, Grade B
 5000' Base, D-1

GROUP III

WORTMAN LOOP
 STA. 0+00 TO STA. 9+10

P27

PREPARED FOR
 CITY AND BOROUGH OF SITKA
 304 LAKE STREET
 SITKA, ALASKA 99835



STRAGIER ENGINEERING SERVICES, INC.
 504 DeGROFF ST., SITKA, ALASKA 99835
 NOEL "BAC" STRAGIER, P.E., R.L.S., PRESIDENT

M-22

GROUP III

P28

WORTMAN LOOP
Sta. 9+10 to Sta. 16+64.71

DATE: AUGUST 1987 JOB NO. SCALE: HORIZ.: 1"=80' SHEET 31 OF 57



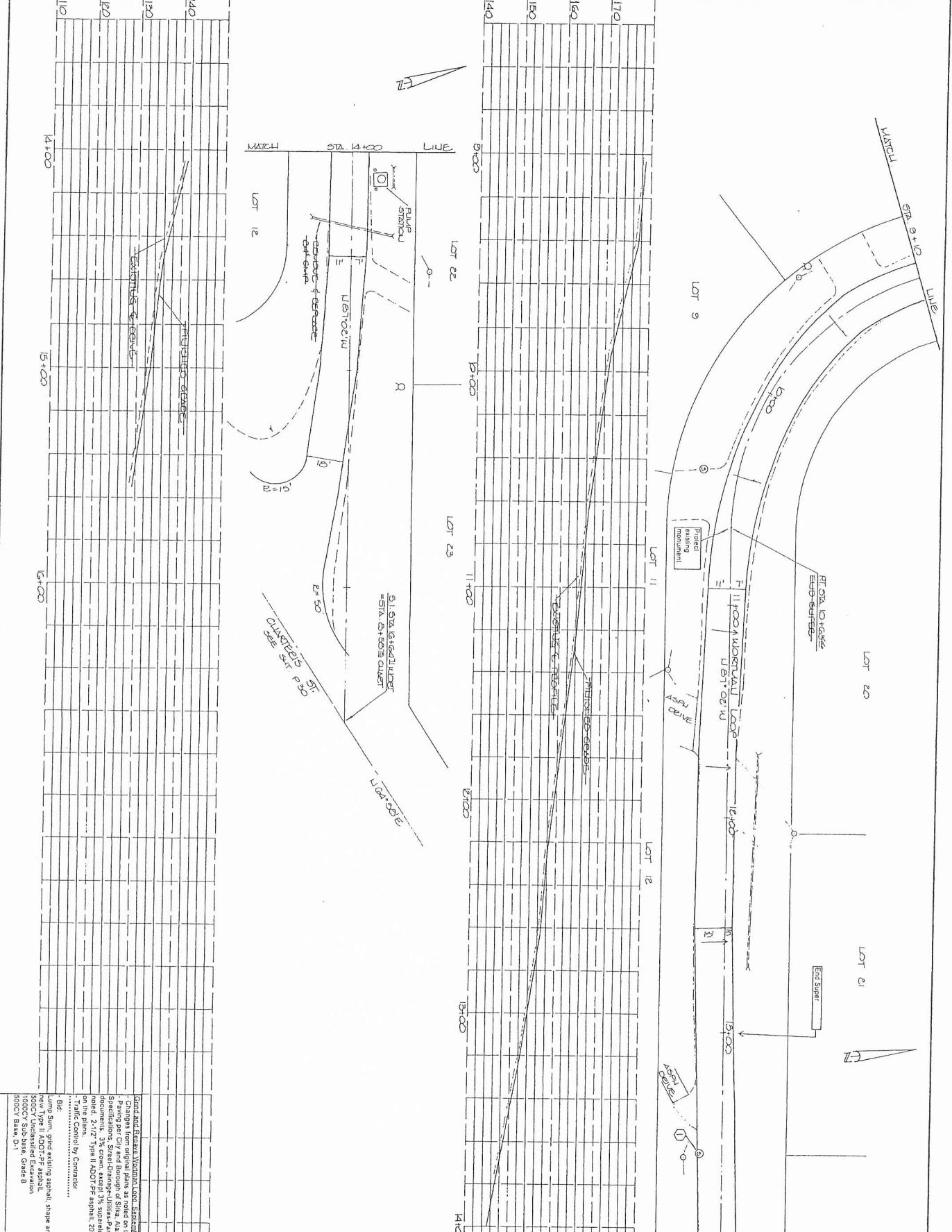
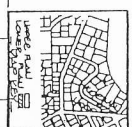
PREPARED FOR
CITY AND BOROUGH OF SITKA
304 LAKE STREET
SITKA, ALASKA 99835

STRAGIER ENGINEERING SERVICES, INC.
504 DeGROFF ST., SITKA, ALASKA 99835
NOEL "BABE" STRAGIER, P.E., R.L.S., PRESIDENT



M-221

Grid and Rebar: Woodland Co., September 2010
Changes from original plans as noted on these plans
Paving per City and Borough of Sitka, Alaska 2002 Standard
Specifications, 3% crown, less 1/2" for utility. Pave except as noted in bid
notes. 2 1/2" Type II ADOT PF asphalt, 20' wide and 18' wide, as noted
on the plans.
..... by Contractor
Bit:
Lump Sum, grid existing asphalt, shape and roll as base course, place
new Type II ADOT PF asphalt.
1000CV Sub-base, Grid B
500CV Base, Grid A
Sheet 2 of 3



GROUP III

CHARTERIS STREET
STA. 0+00 TO STA. 11+00

P29



PREPARED FOR
CITY AND BOROUGH OF SITKA
304 LAKE STREET
SITKA, ALASKA 99835

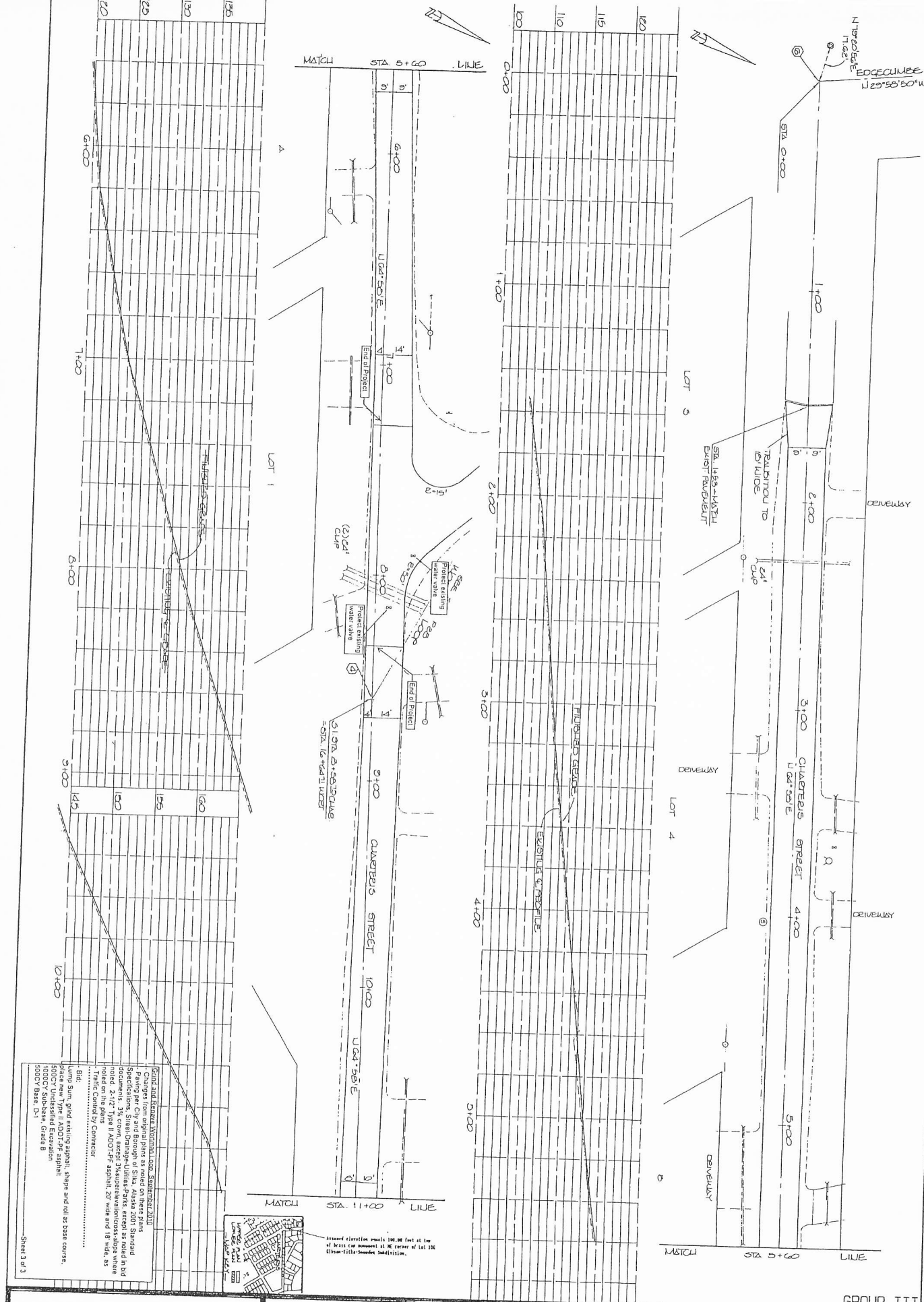
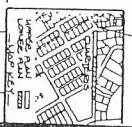
STRAGIER ENGINEERING
SERVICES, INC.

1 DeGROFF ST. SITKA, ALASKA 99835
NOEL "BOBE" STRAGIER, P.E., R.L.S., PRESIDENT



DATE: AUGUST 1987 JOB NO. SCALE: 1"=20' SHEET 32 OF 51

Ground and Rebar Woodman, Leon, September 2010
Paving for City of Sitka
Specifications, Street Drainage, Utilities, and Sidewalk
document, 3% crown, except 3% slope for drainage
and 2 1/2" type II AADTP Asphalt, 20' wide and 18" thick, as
Traffic Control by Contractor
Bid: 1. Run, grid, and set rebar, shape and roll as base course,
place new 1 1/2" AADTP Asphalt
500CY Undersize Excavation
500CY Sub-base, Grade B
500CY Base, 0.1



M-229