

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2025-42

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE-SOURCE AGREEMENT WITH J.E. MCAMIS FOR DREDGING SERVICES AT THE UNALASKA MARINE CENTER AND LIGHT CARGO DOCK IN THE AMOUNT OF \$1,616,800

WHEREAS, the Unalaska City Council has recognized the need to dredge in front of the Light Cargo Dock and Unalaska Marine Center to enhance economic opportunities; and

WHEREAS, the City Council has previously approved the Unalaska Marine Center (UMC) and Light Cargo Dock (LCD) dredging project; and

WHEREAS, the City Council acknowledges that by utilizing the same contractor for this project as used for the Entrance Channel Dredging project, the City avoids approximately \$4.3 million in mobilization and demobilization costs; and

WHEREAS, J.E. McAmis was awarded the U.S. Army Corps of Engineers (USACE) Entrance Channel Dredging project and has been fully vetted and approved by USACE; and

WHEREAS, the City of Unalaska has previously purchased necessary armor rock from J.E. McAmis; and

WHEREAS, the City has negotiated a fair and reasonable price for a time-and-materials contract with J.E. McAmis;

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 24, 2025.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkairen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marc Kielmeyer, Acting Public Works Director
Through: William Homka, City Manager
Date: June 24, 2025
Re: Resolution 2025-42 Authorizing the City Manager to enter into a sole-source agreement with J.E. McAmis for dredging at the Unalaska Marine Center and Light Cargo Dock in the amount of \$1,616,800

SUMMARY: By authorizing the City Manager to sign this sole-source agreement with J.E. McAmis, the dredging of the Light Cargo Dock and Unalaska Marine Center will be completed by a federally vetted contractor, resulting in an estimated cost savings of \$4.3 million. This agreement falls within the Council-approved budget, is fully permitted, and all necessary materials are already on-site in Unalaska.

PREVIOUS COUNCIL ACTION: Resolution 2025-27 Authorizing the City Manager to sign a purchase agreement with JE McAmis for armor rock for the Light Carbo Dock and Unalaska Marine Center dredging project and the mobilization of a crane in the amount of \$376,664

BACKGROUND: The dredging at Light Cargo Dock and Unalaska Marine Center has been coordinated in conjunction with the USACE Entrance Channel Dredging. This awards the contract to J.E. McAmis the same contractor as the Entrance Channel Dredging and awards it at estimated savings of \$4.3 million

DISCUSSION: Dredging at the Light Cargo Dock (LCD) and Unalaska Marine Center (UMC) has been a longstanding infrastructure priority, with initial project planning dating back to 2016. Over the years, the City has worked closely with the U.S. Army Corps of Engineers (USACE) to align dredging efforts at the LCD and UMC with the larger Entrance Channel Dredging project in order to reduce redundancy and maximize cost efficiency.

Following the USACE's award of the Entrance Channel Dredging contract to JE McAmis, City staff initiated coordination efforts in September to incorporate the LCD and UMC dredging into the same project timeline. This coordination enables the City to avoid approximately \$4.3 million in mobilization and demobilization costs by utilizing the same contractor already operating in the area.

The proposed sole source, time-and-materials agreement with JE McAmis allows for a flexible schedule that can accommodate ongoing Entrance Channel work and respond to local conditions such as vessel traffic and weather. The contract is based on a daily rate and is estimated to require 16 working days, with an additional 3 days built in as contingency. Importantly, this approach allows the City to maintain operational flexibility while staying within the Council-approved budget.

Throughout the planning process, the Ports Department and Project Management team have provided ongoing updates regarding the Entrance Channel Dredging and have been transparent

about the intent to pursue a sole-source agreement for the LCD and UMC dredging. This request to Council serves to formally authorize that intent and finalize the agreement.

In preparation, City staff have proactively secured necessary permits, pre-purchased armor rock, and authorized the lease of heavy equipment to support dredging at the dock face. JE McAmis has already been vetted and selected by the USACE, further supporting the recommendation to proceed with this agreement.

Staff recommends Council authorization of this sole source agreement based on substantial cost savings, efficiency in project delivery, and alignment with previously approved budget and strategic goals.

ALTERNATIVES: Council Could choose to amend this sole-source agreement to part of the dredging, Council could choose to Cancel LCD and UMC dredging Project, Council Choose to rebid the project

FINANCIAL IMPLICATIONS: This project is within Council approved Budget

LEGAL:

STAFF RECOMMENDATION: Staff Recommends approval

PROPOSED MOTION:

I move to adopt Resolution 2025-42.

CITY MANAGER COMMENTS:

ATTACHMENTS: Contract attached

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR CONSTRUCTION OF

CITY OF UNALASKA
UNALASKA MARINE CENTER AND LIGHT CARGO DOCK SCREEDING**

DPW PROJECT No. 24601

Prepared for:

**City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685**

Prepared by:

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503
(907) 561-1011**

June 2025

City of Unalaska
UNALASKA MARINE CENTER AND LIGHT CARGO DOCK SCREEDING
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Unalaska Marine Center – Position I & II Geophysical (2001)

Unalaska Marine Center – Position III & IV Geotechnical Report (2015)

Light Cargo Dock – Borehole Drawings & Logs (1981)

Part 1

PROPOSAL FORMS

Section 00300

COST PROPOSAL

City of Unalaska

UNALASKA MARINE CENTER AND LIGHT CARGO DOCK SCREEDING

ITEM NO.	NAME OF ITEM	UNIT	QUANTITY**	UNIT COST	AMOUNT
1	SCREEDING, SLOPE REWORK, AND RIPRAP PLACEMENT*	DAY (24 HR SHIFT)	16	\$91,050	1,456,800
2	HYDROGRAPHIC POST SCREED SURVEY – NO SURVEYOR MOBILIZATION	EA	2	\$50,000	\$100,000
3	HYDROGRAPHIC POST SCREED SURVEY – WITH SURVEYOR MOBILIZATION	EA	1	\$60,000	\$60,000

*As part of the Cost Proposal the Contractor shall provide a Labor and Equipment Plan as further described in Section 109.

**Quantity shown are estimated days for establishing the Contract Value. No penalties or unit cost price adjustments shall be incurred for reduced or null actual quantities. See Section 109 of the Supplemental Conditions for additional details.

TOTAL CONTRACT SUM (NUMERICAL) \$1,616,800.00

TOTAL CONTRACT SUM (WRITTEN TEXT) One Million Six Hundred Sixteen Thousand Eight Hundred and 00/100

Company: _____

Name (Printed): _____

Signature: _____ Date: _____

Contractors License No. _____ Business License No. _____

Part 2

CONTRACT FORMS

Section 00500
STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025, by and between the City of Unalaska (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete work as time allows as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all labor, tools, equipment, and materials and performing all operations in connection with the **UNALASKA MARINE CENTER AND LIGHT CARGO DOCK SCREEDING**. This contract includes screeding in front of the Unalaska Marine Center and Light Cargo docks, and associated regrading of the existing slope protection.

1. Project Locations: City of Unalaska; Unalaska Marine Center and Light Cargo Dock
2. Owner: City of Unalaska, Department of Public Utilities.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- Construction Drawings (Plan Sheets)
- Technical Specifications
- Agreement
- Cost Proposal
- Payment Bond
- General Conditions
- Supplementary Conditions
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. CONTRACT TIME

- 2.1 The **Substantial Completion Date** shall be September 1, 2025, and the **Final Completion Date** shall be November 30, 2025.
- 2.2 The OWNER understands the CONTRACTOR plans to demobilize from the project site approximately Sept 1, 2025, which may be prior to completion of all work items. The OWNER and CONTRACTOR agree that failure to complete all work items will not result in Liquidated Damages.

OWNER CONTRACTOR AGREEMENT

Article 3. CONTRACT PRICE

- 3.1 The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to sum of the established unit prices for each separately identified item of unit price work multiplied by the measured quantity of actual items installed plus the sum of the lump sum prices for each separately identified and selected bid item (herein referred to as the "Contract Sum").
- 3.2 The Contract sum is based upon the Cost Proposal Items which are set forth in the Contract Documents and which are hereby accepted by the OWNER.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- 4.1. Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials.
- 4.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.
- a. Ninety percent of work completed.
 - b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.
- 4.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.
- 4.2. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.
- 4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

OWNER CONTRACTOR AGREEMENT

Article 5. INTEREST ON RETAINAGE

All retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature of the Contract Documents, the work, the work-site and locality.

Article 7. MISCELLANEOUS

- 7.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 7.2. The CONTRACTOR shall submit the Labor and Material Payment Bonds, and Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of the Work. The Material Payment Bond shall be in the amount of 100% of the contract proposal price.
- 7.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, The OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and - CONTRACTOR.

This Agreement will be effective on _____, 2025.

CITY OF UNALASKA

CONTRACTOR _____

By _____ By _____
William Homka, City Manager

OWNER CONTRACTOR AGREEMENT

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____
City Clerk

Address for giving notices
PO Box 610
Unalaska, Alaska 99685

Address for giving notices

OWNER CONTRACTOR AGREEMENT

**Section 00620
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and
_____ as Surety, are held and firmly bound unto the
City of Unalaska hereinafter called "OWNER", in the sum of _____ dollars, for the
payment of which sum, well and truly made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been awarded and is about to enter into the annexed
Agreement with said OWNER to perform the WORK as specified or indicated in the Contract
Documents entitled

**CITY OF UNALASKA
UNALASKA MARINE CENTER AND LIGHT CARGO DOCK SCREEDING**

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials,
equipment, or other supplies, or for rental of same, used in connection with the performance of work
contracted to be done, or for amounts due under applicable State law for any work or labor thereon,
said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the
event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond
shall inure to the benefit of any persons, companies, or corporations entitled to file claims under
applicable State law.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or
changes in the time of completion, which may be made pursuant to the terms of said Contract
Documents, shall not in any way release said CONTRACTOR or said surety thereunder, nor shall
any extensions of time granted under the provisions of said Contract Documents release either said
CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the
provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice
of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2025.

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Part 3

GENERAL CONDITIONS

Part 4

MINIMUM RATES OF PAY

Part 5 – DRAWINGS

Project Design Drawings:

UMC & LIGHT CARGO DOCK SCREEDING

SHEET No.	REV No.	TITLE
G100	IFC	COVER
G101	IFC	DRAWING INDEX & GENERAL NOTES
L101	IFC	EXISTING CONDITIONS & SURVEY CONTROL
L102	IFC	NEW SITE PLAN
L103	IFC	TYPICAL SLOPE SECTIONS
L104	IFC	TYPICAL DOCK SECTION & QUANTITIES
U101	IFC	EXISTING CONDITIONS & SURVEY CONTROL
U102	IFC	NEW SITE PLAN
U103	IFC	SLOPE REWORK PLAN
U104	IFC	TYPICAL SLOPE SECTIONS
U105	IFC	TYPICAL DOCK SECTION & QUANTITIES

Part 6 – PERMITS

Project Permits:

Permit Number	Description	Date of Receipt
POA-1998-00979-M2	USACE Light Cargo Dock Screeding Permit	5/14/2025
POA-1998-00978 v1.0	ADEC Section 401 Certification for Light Cargo Dock Screeding	12/19/2024
AKRO-2024-03069	NMFS Biological Opinion for Light Cargo Dock Screeding	4/23/2025
2025-0061513	USFWS Informal Consultation for Light Cargo Dock Screeding	2/28/2025
POA-1989-00324	USACE Unalaska Marine Center Dock Screeding Permit	5/12/2025
POA-1989-00324 v1.0	ADEC Section 401 Certification for Unalaska Marine Center Screeding	1/23/2025
AKRO-2025-00920	NMFS Informal Consultation for Unalaska Marine Center Dock Screeding	4/9/2025
2025-0051121	USFWS Informal Consultation for Unalaska Marine Center Dock Screeding	2/12/2025
2025-0051121 (supplement)	Informal Consultation for UMC screeding from USFWS	5/15/2025
AKRO-2025-00920 & AKRO-2024-03069 (supplement)	Allowance for 24-hour operations with lighting	6/10/2025