

June 1, 2019

**City of Unalaska
Department of Public Works, Roads Division**

REQUEST FOR BIDS

AGGREGATE SUPPLY BID

The City of Unalaska, Department of Public Works, Roads Maintenance Division is requesting bids for a supply of crushed aggregate products for FY2020 – FY2022.

Bids must be received by 2:00 pm on **July 2, 2019**, at the City Clerk’s Office. Any bids received after the date specified may not be considered. All questions about this Request for Bids must be directed to the Director of Public Works.

City of Unalaska
Department of Public Works
Tom Cohenour, Director
tcohenour@ci.unalaska.ak.us
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260

This REQUEST FOR BIDS Package includes the following documents:

- REQUEST FOR BIDS
- AGGREGATE SUPPLY BID FORM
- STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND SUPPLIER
- PERFORMANCE BOND

PART I - INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. Bidder - one who submits a Bid.
- B. Bidding Documents - the Bidding Requirements (including all Addenda issued prior to receipt of Bids).
- C. Bidding Requirements - the Request for Bids, Instructions to Bidders, and Bid Form, plus additional documents that may be submitted with the Bid.
- D. Issuing Office - the City of Unalaska, Department of Public Works, from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

FY2020 – FY2022 Annual Aggregate Supply Bid

- E. Low Bidder - Low Bidder or Bidders will be determined on the basis of the lowest Amount for each individual bid item. A Bidder may submit a Bid on one or more individual Bid items.
- F. Product Loading Area (PLA) – area designated by the Bidder where the Bidder will load the Aggregate into the City Trucks. Any and all PLA’s shall be located on the City of Unalaska Road system, including roads without public Rights-of-Way, provided legal access is assured by the supplier.
- G. Successful Bidder - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an Award. NOTE: There may be one or more successful bidders. Bids for individual items may be awarded to different bidders. Refer to item 1E, above.
- H. Certified Scale - a commercial weighing system certified according to the specifications, tolerances and regulations for commercial weighing and measuring devices contained in the National Bureau of Standards, Handbook 44, as adopted by Alaska Statute, Section 45.75.050.(d). All commercial scales are subject to approval according to the Weights and Measures Act, AS 45.75. The Certified Scale must be of sufficient length and width to accommodate the entire truck such as a double-axle end dump or a tractor-trailer side dump. End dump and pup (EDP) may scale separately while connected.

2. **Examination of Contract Documents.**

- A. It is the responsibility of each Bidder before submitting a Bid:
 - 1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents;
 - 2. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Product;
 - 3. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data;
 - 4. To promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Bidding Documents; and
 - 5. To review applicability of the City of Unalaska sales tax to any purchases of materials or services related to the Work.
- B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Request for Bids that, without exception, the Bid is premised upon performing and furnishing the material required by the Bidding Documents; that Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by the City is acceptable to Bidder; that the lands upon which the PLA is to be located have legally sufficient rights-of-way and easements for access thereto; and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3. **Interpretations and Addenda.**

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to the City of Unalaska. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Issuing Office as having received the Bidding Documents. Questions received less than 6 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City of Unalaska.

4. **Contract Times.**

The number of days within which, or the dates by which, the product is to be supplied are set forth in the Bid Documents.

5. **Bid Form.**

- A. The Bid Form is included with the Bidding Documents.
- B. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed in black ink below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- G. The address, telephone, and email address for communications regarding the Bid must be shown.

6. **Submission of Bids.**

- A. Bids shall be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Bids and shall be enclosed in an opaque sealed envelope with name and address of Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.

- B. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.
- C. Attachments.

Bidder shall complete and submit the following forms with its Bid:

- 1. Bid Form with Addenda Acknowledgment

7. Modifications and Withdrawal of Bids.

- A. Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by facsimile. If by facsimile, the modification received shall be over the signature of the Bidder and shall be received before the date and time set for receipt of Bids. Facsimile messages shall be worded as to not reveal the amount of the original or modified Bid. Bid modifications must be sent to the office to which the original proposal is delivered or sent.
- B. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid.

8. Opening of Bids.

Bids will be opened and publicly read aloud at the place where Bids are to be submitted.

9. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid prior to that date.

10. Award of Contract.

- A. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. The City also reserves the right to waive all informalities not involving price, time, or changes in the material specifications and to negotiate Contract terms with the successful Bidder(s). Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- B. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the location of the PLA and access thereto to the City's satisfaction prior to award.
- D. If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid(s) exceeds the funds then estimated by the City as available, the City may reject all Bids, reduce quantities, or take such other action as best serves the City's interests.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder(s) whose evaluation by the City indicates to the City that the award will be in the best interests of the City.
- F. In the event of failure of the lowest responsive, responsible Bidder(s) to sign the Contract, the Owner may award the Contract to the next lowest responsive, responsible Bidder(s). Such award, if made, will be made within 60 days after the opening of Bids.
- G. The Low Bidder will be determined on the basis of the lowest Amount for each individual bid item.

11. **Contract Security.**

When the successful Bidder(s) delivers the executed Agreement to Owner, it must be accompanied by the required Performance Bond.

12. **Signing of Agreement.**

When the City gives a Notice of Award to the successful Bidder(s), it will be accompanied by the required number of unsigned counterparts of the Agreement, with all other written Contract Documents attached. Within 10 days thereafter, contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. Thereafter, the City shall deliver one fully signed counterpart to Contractor.

PART II - INSURANCE AND BONDING

The successful Bidder(s) will be required to provide City with a performance bond in the amount of fifty percent (50%) of the cost of the minimum quantity of aggregate to be purchased during the first year of the contract. The performance bond shall guarantee faithful performance of this Contract and shall be submitted to the City within ten calendar days of the date of notice of award of the contract. Failure to provide the required bond will be grounds for award to another Bidder.

PART III - BIDDERS DECLARATION AND UNDERSTANDING

The following is hereby made a part of the Bid Form:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

In submitting this Bid, Bidder represents that Bidder has examined copies of all the Bidding Documents and has accurately identified a genuine and acceptable PLA that the lands upon which the PLA is to be located have legally sufficient rights-of-way and easements for access thereto, and accurately described the PLA site for computation of mileage from the PLA to the stockpile area identified in the Bidding Documents.

Bidder has familiarized itself with the nature and extent of the Bidding Documents, work, site, and all local conditions and all federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the City is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for supplying the product for which this Bid is submitted.

PART IV – THE PRODUCTS

Product/Specification	Product	Weight – Tons
Surface Course E-1 (35 Minimum Degradation ATM 313)	E-1	2,000
Surface Course E-1 (70 Minimum Degradation ATM 313)	E-1	5,000
Subbase Grading A (35 Minimum Degradation ATM 313)	3"	1,000
Subbase Grading A (70 Minimum Degradation ATM 313)	3"	1,000
Riprap Class III (35 Minimum Degradation ATM 313)	Class III Riprap	2,000
Riprap Class III (70 Minimum Degradation ATM 313)	Class III Riprap	4,000
Total Tons		15,000

The tons of products listed above represent the estimated amount required by the City for the first year of the supply contract. Tons may increase or decrease as needs arise within the City. Other City of Unalaska

Departments may require aggregate products, and unit prices specified in this quote shall apply to ALL City of Unalaska product purchases.

PART V - PRODUCT SPECIFICATIONS

Aggregate materials shall consist of crushed stone or crushed gravel, and shall consist of sound, tough, durable pebbles or rock fragments of uniform quality. Material shall be free from clay balls, vegetative matter, or other deleterious matters. Requirements for grading are as follows:

ADOT Standard Specifications apply to this Request for Bids. Requirements for Degradation apply as noted. Certification tests for Specification compliance will be required by the City for rock quality where requirements are specified. The successful bidder is required to provide new and current 3rd party independent laboratory tests for the manufactured materials before the City takes delivery. A representative of the Owner shall be present to witness material sampling.

The bid form contains two different qualities of aggregate for each material type. The standards to meet each quality are tabulated below. Material supply may be contracted to one or more suppliers depending on the bid results.

**E-1, Table 703-2
Base Course E-1**

Sieve	Gradation %	Degradation Value, ATM 313	Degradation Value, ATM 313
1 in.	100	70 min	35 min
3/4 in.	70-100		
3/8 in.	50-85		
No. 4	35-65		
No. 8	20-50		
No. 50	15-30		
No. 200	8-15		

**3 inch minus, Table 703-9 Modified for Maximum Particle Size
Subbase Grading A**

Sieve	Gradation %	Degradation Value, ATM 313	Degradation Value, ATM 313
3 in.	100	70 min	35 min
2 in.	85-100		
1 in.	----		
3/4 in.	----		
No. 4	15-60		
No. 16	----		
No. 200	10 Max		

Rip Rap Armor Stone, Sec.611-2.01 MATERIALS. Evenly graded stones that are hard, angular, and have a minimum degradation value of 35 or 70 depending on the bid item. . Use stones with breadth and thickness at least 1/4 of its length. Do not use rounded boulders or cobbles on slopes steeper than 2:1.

<u>Class III</u>	50-100 % weighing up to 700 pounds or more
	0-15 % weighing up to 25 pounds.
	0-10% weighing more than to 1400 pounds

PART VI – TERM / TIME OF COMPLETION

This Supply contract is for one year with 2 additional one-year extensions to be exercised at the sole discretion of the City of Unalaska. The Bidder shall complete all work associated with the initial term of this quote no later than 60 days after contract award. Extensions, if exercised by the City, shall be completed by September 15 annually.

PART VII – BID PRICE / ANNUAL RENEWAL

The Price per Ton for each product provided by the Bidder shall **be the same for ALL years of the contract.** Renewals of the contract will be on an annual basis not to exceed two (2), one-year renewals on the same terms and conditions set forth in the original Agreement, subject to mutual agreement on the quantities for each renewal period. Exercise of the renewal option will be made at the discretion and election of the City by May 15th of each year. The Bidder shall have 30 days to sign the renewal option or decline the contract extension, if exercised by the City.

PART VIII - PRODUCT TRANSPORTATION

E-1 material 3”-Minus Subbase Grading A shall be loaded by the Bidder at their PLA and hauled by the City. The City may haul to stockpile or directly to project locations solely at their discretion.

Riprap shall be loaded and hauled by BIDDER. The City shall determine the location where the material is to be hauled. It is expected that the material will be required in several different locations so the BIDDER shall include all transportation costs to any locations on the City road system in their individual bid item pricing.

All designated PLA- shall be accessible to the OWNER, and if permission from third parties is necessary for OWNER to access the designated PLA, it shall be Bidder’s responsibility to obtain such written permission. If, for any reason except weather, access by the OWNER to the designated PLA is prohibited, the Bidder shall be responsible for transporting the product to an accessible loading area of equal or less distance, or to the City of Unalaska Public Works Shop at 1035 E. Broadway, at no additional cost to the OWNER.

PART IX - MEASUREMENT AND PAYMENT

Measurement for material provided shall be by the ton (2,000 pounds) as measured by a certified scale. Payment will be made within 30 days of receipt of invoices with supporting scale tickets.

Certified Scale

Material shall be weighed on a scale that records weight at least to the nearest 100 pounds. Scale accuracy must be within 0.5% of the correct weight throughout the range of use.

Do not use spring balances.

Do not use belt conveyor scales to determine pay weight. You may use belt conveyor scales to proportion plant blends and mixtures if the scales meet the general requirements for weighing equipment and are calibrated according to the manufacturer's instructions.

You may use batch weights to determine pay quantities when the batching equipment includes an approved and certified automatic weighing, cycling, and monitoring system. If doing so, tare trucks at least once per day and provide proof that their loaded weight does not exceed highway load limits.

Install and maintain platform scales with the platform level and rigid bulkheads at each end. Use a platform long enough to permit simultaneous weighing of all axle loads of the hauling vehicle, including coupled vehicles. End dump and pup (EDP) may scale separately while connected.

Maintain the accuracy of scales according to the specifications, tolerances and regulations for commercial weighing and measuring devices contained in the National Bureau of Standards, Handbook 44, as adopted by Alaska Statute, Section 45.75.050.(d). All commercial scales are subject to approval according to the Weights and Measures Act, AS 45.75. Have scales re-inspected to ensure their accuracy, and sealed to prevent tampering or other adjustment after certification.

Furnish competent scale operators to operate the system.

Weighing System: Provide an electronic computerized weighing system (ECWS) with the following capabilities:

a. Computer.

- (1) Provide a scale computer that can store project numbers and all pay item descriptions for multiple products that are weighed with the scale system.

Use a computer with a self-reading scale system that includes the scale load cell, a sealed direct reading weight indicator, scale computer, ticket printer, and can record a complete shift's transaction on an approved storage media.

- (2) The scale computer must store the following for each hauling vehicle used on the project:

- (a) Vehicle identification number marked on the vehicle
- (b) Tare weight
- (c) Maximum allowable gross vehicle weight (MAVW)

Make sure the scale operator tares vehicles at least once a day. Perform additional tares, as directed, during hauling operations. Perform tares in the presence of the City Engineer or designated inspector, when requested.

- (3) Provide a battery backup for the computer and protection for power surges or brown outs. The computer system must retain all stored data during a power outage and must operate during a power outage to allow you to shut down the hard drive without losing information.

- b. Tickets.** Use a ticket printer that prints a legible, serially numbered weigh ticket for the City Engineer or designated inspector with the following information on each ticket. All weights must be at least to the nearest 100 pounds:

- (1) Material description
- (2) Date weighed
- (3) Time weighed
- (4) Ticket number
- (5) Vehicle Identification Number
- (6) MAVW
- (7) Gross weight
- (8) Tare weight
- (9) Net weight
- (10) Subtotal item net weight for each haul unit since start of shift
- (11) Accumulated item net weight for all haul units since start of shift

After printing, the weigh ticket must automatically advance to a perforation so it can be torn off and handed to the driver. Unless the City Engineer or designated inspector gives prior written authorization, you will not receive payment for any material weighed without using the ECWS.

Submit the printout to the Engineer at the end of each shift. You will not receive payment for any hauled material until the printout is submitted.

PART X – TESTING AND ACCEPTANCE

The Contractor shall perform sampling and testing during materials processing in accordance with its Quality Control Plan provided herein and shall obtain acceptable material samples from locations designated within the source. The City may sample and test materials to determine the quality of the source if desired, at its expense, as part of its acceptance testing. The City will reject materials when the samples do not meet specifications. The City may reject a proposed materials site when samples do not meet specifications.

Quality Control Plan

Materials are subject to inspection and testing by the City at any time before, during, or after they are delivered. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material if subsequent testing reveals it does not meet the specification.

1. Quality Control. The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Quality control is subsidiary to the applicable items. The Contractor shall perform quality control as follows:
 - a. Submit a Quality Control Plan no less than thirty days before the materials are made available for delivery or pickup. Include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Include test results for Gradation, LA Wear, and Degradation performed by a certified laboratory for the proposed materials. Provide one (1) test for every 500 cubic yards of material delivered or made available to the City.
 - b. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the City on a daily basis.

- c. Sample and test according to test methods required in the Specifications.
- 2. Acceptance Testing. The City has the exclusive right and responsibility for determining the acceptability of materials.

The City may sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request. The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the Department's acceptance test but is not required to do so.

City of Unalaska
FY 2020-2022 AGGREGATE SUPPLY BID FORM

PRODUCT	QTY (TON)	PRICE PER TON (Scaled Weight)	TOTAL PRICE EACH PRODUCT
Base Course E-1 (35 Min Degradation ATM 313)	2,000		
Base Course E-1 (70 Min Degradation ATM 313)	5,000		
Subbase Grading A - 3" (35 Min Degradation ATM 313)	1,000		
Subbase Grading A - 3" (70 Min Degradation ATM 313)	1,000		
Riprap Class III (35 Min Degradation ATM 313)	2,000		
Riprap Class III (70 Min Degradation ATM 313)	4,000		
	15,000	TOTAL PRICE:	

Total Price Quote (in words): _____

Company Name: _____

Mailing Address: _____

Email Address: _____

Name of Authorized Representative (*Printed*): _____

Signature: _____ Date: _____

ADDENDA: Bidder hereby acknowledges that it has received Addenda No's _____, _____ (*Insert Addendum numbers*

Contractors License No.: _____ Business License No.: _____

**STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND SUPPLIER
FY2020 – FY 2022 Aggregate Supply**

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2019, by and between the City of Unalaska (hereinafter called OWNER) and _____ (hereinafter called SUPPLIER).

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

Article 1 THE WORK

SUPPLIER shall complete all work as specified and indicated in the Agreement and the Request for Quotes. The work is generally described as the Awarded portions of the selected products tabulated below:

THE PRODUCTS

Product/Specification	Product	Weight – Tons
Surface Course E-1 (35 Minimum Degradation ATM 313)	E-1	2,000
Surface Course E-1 (70 Minimum Degradation ATM 313)	E-1	5,000
Subbase Grading A (35 Minimum Degradation ATM 313)	3"	1,000
Subbase Grading A (70 Minimum Degradation ATM 313)	3"	1,000
Riprap Class III (35 Minimum Degradation ATM 313)	Class III Riprap	2,000
Riprap Class III (70 Minimum Degradation ATM 313)	Class III Riprap	4,000
	Total Tons	15,000

The tonnage weight of products listed above is the minimum amount required by the City for the first year of the supply contract. Quantities may increase or decrease as needs arise within the City. Other City of Unalaska Departments may require aggregate products, and unit prices specified in this quote shall apply to ALL City of Unalaska product purchases.

Article 2 TIME OF COMPLETION

This Supply contract is for one year with 2 additional one-year extensions to be exercised at the sole discretion of the City of Unalaska. The SUPPLIER shall complete all work associated with the initial term of this quote no later than **November 30, 2019**. Extensions, if exercised by the City, shall be completed by September 15 annually.

Article 3 RENEWAL OPTION

Renewals of the contract will be on an annual basis not to exceed two (2), one-year renewals on the same terms and conditions set forth in the original Agreement, subject to mutual agreement on the quantities for each renewal period. Exercise of the renewal option will be made at the discretion and election of the

City by May 15 of each year. The SUPPLIER shall have 30 days to sign the renewal option or decline the contract extension, if exercised by the City

Article 4 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty, or service, or part thereof, assigned or required by the Agreement is not performed by the SUPPLIER, the value of such action, duty, or service (or part thereof) will be determined by the City and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the City, the SUPPLIER will be notified and given the opportunity to correct any deficiencies within a time certain. Payment for unsatisfactory work will be withheld by the City from any invoice or monthly billing period until such time as the work is determined to be acceptable.

Article 5 PAYMENT

Payment will be made upon receipt of invoices with supporting scale tickets for the stockpiled gravel products..

Payment shall be made per the following schedule, taken from the approved and accepted bid submitted by SUPPLIER on July 2, 2019, a copy of which is attached and incorporated as Exhibit A to this Agreement. Only selected Products as designated below are Awarded for Work.

PRODUCT	PRICE PER TON
Surface Course E-1 (35 Minimum Degradation ATM 313)	
Surface Course E-1 (70 Minimum Degradation ATM 313)	
Subbase Grading A (35 Minimum Degradation ATM 313)	
Subbase Grading A (70 Minimum Degradation ATM 313)	
Riprap Class III (35 Minimum Degradation ATM 313)	
Riprap Class III (70 Minimum Degradation ATM 313)	

Article 6 WAGES AND HOURS OF LABOR

SUPPLIER is exempt from State Certified Payroll, due to Supplier status.

Article 7 COVENANT AGAINST CONTINGENT FEES

The SUPPLIER warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the SUPPLIER for the purpose of securing business. For breach or violation of this warrant, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article 8 OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress, the State Legislature, Unalaska City Council, or other State or City Officials shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefits.

Article 9 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and SUPPLIER consists of the following:

- Agreement
- Request for Quotes dated June 1, 2019.
- Addendum(s) No. _____.
- Bid Form

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

This Agreement will be effective on _____, 2019.

SUPPLIER

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

By: _____
Erin Reinders, City Manager

State of Alaska)
) ss.
Third Judicial District)

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2019, by _____, the _____ of _____, a _____ Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ___ day of _____, 2019, by Erin Reinders, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission Expires: _____

Notary Public, State of Alaska
My Commission Expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

as Principal, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Unalaska
(Name of Owner)

PO Box 610, Unalaska, Alaska 99685
(Address of Owner)

as Obligee, hereinafter called Obligee, in the sum of _____

_____ Dollars, (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has a written agreement dated _____ day of _____ 20_____, entered into a Contract with Owner for the

City of Unalaska
FY2020-FY2022 AGGREGATE SUPPLY BID

in accordance with the Specifications prepared by the **City of Unalaska** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of six (6) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and Sealed this _____ day of _____ 20__.

(Principal) Seal

(Witness)

(Title) Seal

(Surety) Seal

(Witness)

(Title) Seal