#### **CITY OF UNALASKA** UNALASKA, ALASKA **REGULAR MEETING** TUESDAY, FEBRUARY 11, 2014, 6:00 P.M.

**UNALASKA CITY HALL COUNCIL CHAMBERS AGENDA** 

CALL TO ORDER ROLL CALL PLEDGE OF ALLEGIANCE: RECOGNITION OF VISITORS ADDITIONS TO AGENDA MINUTES: JANUARY 28, 2014 FINANCIAL REPORT BOARD/COMMISSION REPORTS: AWARDS/PRESENTATIONS MANAGER'S REPORT COMMUNITY INPUT/ANNOUNCEMENTS PUBLIC INPUT ON AGENDA ITEMS

PLEASE NOTICE MEETING TIME: 6:00 P.M.

#### **LEGISLATIVE**

OATH OF OFFICE: PATRICIA SOULE, FINANCE DIRECTOR

#### **PUBLIC HEARING**

<u>ORDINANCE 2014-02</u>: CREATING BUDGET AMENDMENT NO. 6 TO THE FY14 OPERATING BUDGET BY TRANSFERRING FUNDS FROM VARIOUS PAVING PROJECTS TO CREATE THE 2014 PAVING CAPITAL PROJECT PW402; INCREASE THE LIBRARY REVENUES AND EXPENDITURES FOR THE OWL GRANT; INCREASE THE FACILITY MAINTENANCE DIVISION BUDGET; AND BUDGET FOR TWO COMMUNITY COASTAL IMPACT ASSISTANT GRANTS

#### **WORK SESSION**

- **DISCUSSION: CITY OF UNALASKA FY15 BUDGET GOALS**
- **DISCUSSION**: RESOLUTION 2014-20 APPROVING THE ACQUISITION REQUEST FOR A 2.94-ACRE PORTION, MORE OR LESS, OF STATE 2 TIDELANDS IN CAPTAINS BAY LOCATED WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF UNALASKA
- DISCUSSION: RESOLUTION 2014-10 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PND ENGINEERS, INC. 3. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$388.094
- **DISCUSSION**: RESOLUTION 2014-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R&M CONSULTANTS, INC. TO PROVIDE INSPECTION, AND TESTING SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$344,727
- DISCUSSION: RESOLUTION 2014-13 AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE CONSTRUCTION OF ADDITIVE ALTERNATE NUMBERS 4, 5, 6 AND 7 FROM THE MAY 22, "2013 BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS" BID IN THE AMOUNT OF \$1,548,785
- **DISCUSSION**: ORDINANCE 2014-03 CREATING BUDGET AMENDMENT NO. 7 TO THE FY14 OPERATING BUDGET TO PURCHASE NEW CELL DOOR LOCKS FOR CORRECTION FUNDED BY A STATE GRANT, INCREASE THE BUDGET FOR THE PURCHASE OF A VEHICLE FOR PUBLIC WORKS, AND INCREASE THE CONSTRUCTION COSTS FOR THE WASTE HEAT RECOVERY PROJECT

#### RECONVENE TO REGULAR SESSION

#### **CONSENT AGENDA**

- RESOLUTION 2014-17: CONFIRMING THE MAYOR'S RE-APPOINTMENT OF MATTHEW LIGHTNER TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE
- RESOLUTION 2014-18: CONFIRMING THE MAYOR'S RE-APPOINTMENT OF KARIE WILSON TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE
- RESOLUTION 2014-22: CONFIRMING THE MAYOR'S APPOINTMENT OF JESSICA EARNSHAW TO THE PLANNING COMMISSION / PLATTING
- RESOLUTION 2014-14: APPROVING THE UNALASKA CITY COUNCIL'S GOALS FOR THE FY15 BUDGET

#### **UNFINISHED BUSINESS**

<u>ORDINANCE 2014-02 – SECOND READING</u>: CREATING BUDGET AMENDMENT NO. 6 TO THE FY14 OPERATING BUDGET BY TRANSFERRING FUNDS FROM VARIOUS PAVING PROJECTS TO CREATE THE 2014 PAVING CAPITAL PROJECT PW402; INCREASE THE LIBRARY REVENUES AND EXPENDITURES FOR THE OWL GRANT; INCREASE THE FACILITY MAINTENANCE DIVISION BUDGET; AND BUDGET FOR TWO COMMUNITY COASTAL IMPACT ASSISTANT GRANTS

#### **NEW BUSINESS**

- RESOLUTION 2014-10: AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PND ENGINEERS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$388 094
- RESOLUTION 2014-11: AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R&M CONSULTANTS, INC. TO PROVIDE INSPECTION, AND TESTING SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$344,727
- RESOLUTION 2014-13: AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE CONSTRUCTION OF ADDITIVE ALTERNATE NUMBERS 4, 5, 6 AND 7 FROM THE MAY 22, "2013 BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS" BID IN THE AMOUNT OF \$1,548,785
- RESOLUTION 2014-20: APPROVING THE ACQUISITION REQUEST FOR A 2.94-ACRE PORTION, MORE OR LESS, OF STATE TIDELANDS IN CAPTAINS BAY LOCATED WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF UNALASKA
- <u>ORDINANCE 2014-03</u>: CREATING BUDGET AMENDMENT NO. 7 TO THE FY14 OPERATING BUDGET TO PURCHASE NEW CELL DOOR LOCKS FOR CORRECTION FUNDED BY A STATE GRANT, INCREASE THE BUDGET FOR THE PURCHASE OF A VEHICLE FOR PUBLIC WORKS, AND INCREASE THE CONSTRUCTION COSTS FOR THE WASTE HEAT RECOVERY PROJECT

#### **COUNCIL DIRECTIVES TO MANAGER**

COMMUNITY INPUT **ANNOUNCEMENTS ADJOURNMENT** 

CITY OF UNALASKA UNALASKA, ALASKA REGULAR MEETING January 28, 2014

The regular meeting of the Unalaska City Council was called to order by Mayor Marquardt at 7:00 p.m., January 28, 2014, in the Unalaska City Hall Council Chambers. Roll was taken:

PRESENT Mayor Shirley Marquardt

Alejandro Tungul Dennis Robinson Tom Enlow David Gregory Roger Rowland Zoya Johnson

PLEDGE OF ALLEGIANCE: Mayor Marquardt led the Pledge of Allegiance.

**RECOGNITION OF VISITORS**: Mayor Marquardt welcomed Patricia Soule, the new Finance Director for the City of Unalaska.

**APPROVAL OF AGENDA**: The agenda was adopted without changes.

MINUTES: The minutes of the January 14, 2014 regular meeting were approved as submitted.

FINANCIAL REPORT: The December 2013 financial report was included in the packet.

**BOARD/COMMISSION REPORTS**: PCR Advisory Committee minutes were included in the packet.

AWARDS/PRESENTATIONS: None

<u>MANAGER'S REPORT</u>: In addition to his manager's report, City Manager Chris Hladick commented on the possibility of the *Stimson* being moved to Kodiak, the very successful visit with Admiral Ostebo and Admiral Zunkundft, and SB 140.

#### **COMMUNITY INPUT/ANNOUNCEMENTS**

- 1. The *Tustumena* is scheduled to make its first stop in Unalaska on May 3<sup>rd</sup> and its last stop on August 23<sup>rd</sup>. In addition, Unalaska will welcome eight cruise ships this year.
- 2. Homecoming weekend is coming up, and Unalaska will host Sand Point, King Cove, and the Dimond High School Junior Varsity teams.
- 3. D. Tyrell McGirt and all of those who contributed were thanked for a very successful, very moving celebration of the diversity of our community framed by the life and inspiration of Martin Luther King, Jr.
- 4. Friday is Chinese New Year.
- 5. The new business Sea Aleutian held its grand opening. It is good to see a new business opened by a local family.
- 6. Unalaska Public Library continues to be listed among the top 2% of libraries in the nation and is now ranked number 1 in Alaska.
- 7. Glenn Fitch, who worked for the City of Unalaska for ten years, passed away Sunday night.

**PUBLIC INPUT: None** 

**LEGISLATIVE**: None

#### **PUBLIC HEARING**

Mayor Marquardt opened the hearing on Ordinance 2014-01.

 ORDINANCE 2014-01: CREATING BUDGET AMENDMENT NO. 5 TO THE FY14 OPERATING BUDGET TO INCREASE AMBULANCE REVENUE AND INCREASE OTHER PROFESSIONAL SERVICES FOR THIRD PARTY MEDICAL BILLING SERVICES

Hearing no comments, Mayor Marquardt closed the hearing on Ordinance 2014-01.

**WORK SESSION** Johnson made a motion to move into a Work Session; Gregory seconded. Motion passed by consensus.

1. <u>DISCUSSION</u>: RESOLUTION 2014-12 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC FOR LANDFILL CELLS 2-1/2-2 PROJECT IN THE AMOUNT OF \$3,919,940

City Manager Chris Hladick reviewed the project and the successful bid process.

2. <u>DISCUSSION</u>: RESOLUTION 2014-15 REJECTING ALL BIDS FOR THE UNALASKA SCHOOL MASTER CLOCK AND PA SYSTEM UPGRADES PROJECT

City Manager Chris Hladick briefly explained the reason for rejecting the bids and the plan to rebid the project.

3. <u>DISCUSSION</u>: ORDINANCE 2014-02 CREATING BUDGET AMENDMENT NO. 6 TO THE FY14 OPERATING BUDGET BY TRANSFERRING FUNDS FROM VARIOUS PAVING PROJECTS TO CREATE THE 2014 PAVING CAPITAL PROJECT PW402; INCREASE THE LIBRARY REVENUES AND EXPENDITURES FOR THE OWL GRANT; INCREASE THE FACILITY MAINTENANCE DIVISION BUDGET; AND BUDGET FOR TWO COMMUNITY COASTAL IMPACT ASSISTANCE GRANTS

City Manager Hladick reviewed each item in the budget amendment and summarized the scope of work for the two community coastal impact assistance grants.

#### **RECONVENE TO REGULAR SESSION**

#### **CONSENT AGENDA**

Hearing no objections, Mayor Marquardt declared the Consent Agenda adopted.

1. <u>RESOLUTION 2014-16</u>: AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) FROM COUNCIL CONTINGENCY TO SPONSOR THE SOUTHWEST ALASKA MUNICIPAL CONFERENCE 2014 ANNUAL MEETING

#### **UNFINISHED BUSINESS**

ORDINANCE 2014-01- SECOND READING: CREATING BUDGET AMENDMENT 5 TO THE FY14
 OPERATING BUDGET TO INCREASE AMBULANCE REVENUE AND INCREASE OTHER
 PROFESSIONAL SERVICES FOR THIRD PARTY MEDICAL BILLING SERVICES

Gregory made a motion to approved Ordinance 2014-01; Robinson seconded.

VOTE: Motion passed unanimously.

#### **NEW BUSINESS**

1. <u>RESOLUTION 2014-12</u>: AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC FOR LANDFILL CELLS 2-1/2-2 PROJECT IN THE AMOUNT OF \$3,919,940

Johnson made a motion to approve Resolution 2014-12; Gregory seconded.

VOTE: Motion passed unanimously.

2. <u>RESOLUTION 2014-15</u>: AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS FOR THE UNALASKA SCHOOL MASTER CLOCK AND PA SYSTEM UPGRADES PROJECT

Rowland made a motion to approve Resolution 2014-04; Tungul seconded.

VOTE: Motion passed unanimously.

3. <u>RESOLUTION 2014-19</u>: ACCEPTING STATE GRANT FUNDING UNDER ALASKA COMMUNITY COAST IMPACT ASSESSMENT PROGRAM (CCIAP) IN THE AMOUNT OF \$626,657 FOR CCIAP AWARD: 10-CIAP-023, UNALASKA LAKE WATERSHED RESTORATION, AND 10-CIAP-022, LOWER ILIULIUK RIVER RESTORATION IN THE AMOUNT OF \$351,657

Robinson made a motion to approve Resolution 2014-19; Gregory seconded.

VOTE: Motion passed unanimously.

4. ORDINANCE 2014-02: CREATING BUDGET AMENDMENT NO. 6 TO THE FY14 OPERATING BUDGET BY TRANSFERRING FUNDS FROM VARIOUS PAVING PROJECTS TO CREATE THE 2014 PAVING CAPITAL PROJECT PW402; INCREASE THE LIBRARY REVENUES AND EXPENDITURES FOR THE OWL GRANT; INCREASE THE FACILITY MAINTENANCE DIVISION BUDGET; AND BUDGET FOR TWO COMMUNITY COASTAL IMPACT ASSISTANT GRANTS

Johnson made a motion to move Ordinance 2014-02 to Public Hearing and Second Reading on February 11<sup>th</sup>; Tungul seconded.

VOTE: Motion passed unanimously.

#### 5. **COUNCIL AND MAYOR TRAVEL**:

Rowland made a motion to approve travel for Council Members Robinson and Johnson to attend the Arctic Ambitions meetings to be held on February 27<sup>th</sup> and 28<sup>th</sup> in Girdwood; Tungul seconded.

VOTE: Motion passed unanimously.

UNALASKA CITY COUNCIL Minutes January 28, 2014

Enlow made a motion to approve travel for Mayor Marquardt and Council Members Robinson, Johnson, and a third Council member to be identified later to attend Legislative Lobbying Trip March 24<sup>th</sup> through March 26<sup>th</sup> in Juneau; Gregory seconded.

VOTE: Motion passed unanimously.

#### **COMMUNITY INPUT/ANNOUNCEMENTS**

#### **COUNCIL DIRECTIVES**

**ADJOURNMENT** The meeting adjourned at 7:35 p.m.

Elizabeth Masoni City Clerk

#### CITY OF UNALASKA

P.O. BOX 610 UNALASKA, ALASKA 99685-0610 (907) 581-1251 FAX (907) 581-1417



# CITY OF UNALASKA OATH OF OFFICE

I, PATRICIA SOULE, DO SOLEMNLY SWEAR THAT I WILL HONESTLY,
FAITHFULLY, AND IMPARTIALLY PERFORM THE DUTIES OF DIRECTOR OF
FINANCE FOR THE CITY OF UNALASKA IN TRUE ACCORD WITH THE
CONSTITUTION OF THE UNITED STATES OF AMERICA, THE LAWS OF THE STATE
OF ALASKA, AND THE CODE OF ORDINANCES OF THE CITY OF UNALASKA.

I TAKE THIS OATH FREELY, WITHOUT THE LEAST EQUIVOCATION,
MENTAL RESERVATION, OR SELF-EVASION OF MIND WHATSOEVER.

|                               | PATRICIA SOULE                     |
|-------------------------------|------------------------------------|
| SUBSCRIBED AND SWORN TO, BEFO | ORE ME, THIS DAY OF FEBRUARY 2014. |
|                               | CITY CLERK                         |

#### CITY OF UNALASKA UNALASKA, ALASKA

#### **ORDINANCE 2014-02**

ORDINANCE 2014-02 CREATING BUDGET AMENDMENT NO. 6 TO THE FY14 OPERATING AND CAPITAL BUDGETS BY TRANSFERRING FUNDS FROM VARIOUS PAVING PROJECTS TO CREATE THE 2014 PAVING CAPITAL PROJECT PW402; INCREASE THE LIBRARY REVENUES AND EXPENDITURES FOR THE OWL GRANT; INCREASE THE FACILITY MAINTENANCE DIVISION BUDGET; AND BUDGET FOR TWO COMMUNITY COASTAL IMPACT ASSISTANCE GRANTS.

#### BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section Classification:

This is a non-code ordinance.

Section Effective Date:

CITY CLERK

This ordinance becomes effective upon adoption.

Section Content:

The City of Unalaska FY14 Budget is amended as follows:

A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.

B. The following are the changes by account line item:

#### Amendment No. 6 to Ordinance #2013-09

|         | Amendment No. 6 to Ordinance #2013-09  | Current              | Requested                               | Revised              |
|---------|--|----------------------|---|----------------------|
|         | RATING BUDGET<br>eral Fund   | <u></u>              | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                      |
| Revenu  | ues<br>Intergovenmental Revenues   |                      | 8,501                                   | 8,501                |
| Expend  | Current Year Budgeted Surplus  | 8,492,944            | 32,090                                  | 8,460,854            |
|         | PCR (Library) - Grants Expense<br>DPW (Facility Maintenance Div) Repair and Maint. | 18,000<br>147,932    | 8,501<br>32,090                         | 26,501<br>180,022    |
| II. CAP | ITAL BUDGET  |                      |   |                      |
|         | eral Fund Projects<br>g Sources  |                      |   |                      |
|         | PW303 - 2013 Miscellaneous Paving Projects<br>PW003 - Ballyhoo Road Paving         | 883,721<br>2,138,288 | (750,000)<br>(1,000,000)                | 133,721<br>1,138,288 |
| Use     | PW204 - 2012 Pavement Resurfacing  | 4,837,789            | (3,000,000)                             | 1,837,789            |
| Ose     | PW402 - 2014 Paving Project  | T <b>A</b> :         | 4,750,000                               | 4,750,000            |
| Fundin  | g Sources  |                      | 054.053                                 | 054.057              |
|         | Intergovernmental Revenues Intergovernmental Revenues                              | 2 <del>-</del>       | 351,657<br>626,657                      | 351,657<br>626,657   |
| Uses    | PW403 - Lower Iliuliuk River Restoration   |                      | 351,657                                 | 351,657              |
|         | PW404 - Unalaska Lake Restoration Phase I  |                      | 626,657                                 | 626,657              |
|         | ED AND ADOPTED BY A DULY CONSTITUTED QUDAY OF FEBRUARY 2014.                       | JORUM OF THE UNAL    | ASKA CITY COUN                          | CIL                  |
|         | <del>M</del>   | IAYOR                |   |                      |
|         | ATTEST;  |                      |   |                      |
|         |  |                      |   |                      |
|         |  |                      |   |                      |

| Summary of Budget Amendment       |
|-----------------------------------|
| and Schedule of Proposed Accounts |

| and Schedule of Proposed Accounts   |                    |                 |                 |                    |                        |           |
|---|--------------------|-----------------|-----------------|--------------------|------------------------|-----------|
|   | Org                | <u>Object</u>   | Project         | Current            | Requested              | Revised   |
| General Fund - PCR (Library). This to provide for the unexpected external to provide external to provide for the unexpected external to provide for the unexpected external to provide for the unexpected external to provide external to prov |                    |                 |                 | Revenue and to inc | rease the Library Expe | nditures  |
| Sources<br>Owl Grant  | 0101 2041          | 42172           |                 | ·                  | 8,501                  | 8,501     |
| Uses<br>Library Grant Expenses  | 0102 3452          | 56450           |                 | (4)                | 8,501                  | 8,501     |
| General Fund - DPW (Facility Mair<br>Division of Public Works to provide  |                    |                 | •               |                    | Facilities Maintenanc  | re        |
| Sources<br>Current Year Budget Surplus  |                    |                 | 1               | 8,492,944          | (32,090)               | 8,460,854 |
| <b>Uses</b> DPW Facility Maint Supplies   | 0102 2952          | 56100           |                 | 147,932            | 32,090                 | 180,022   |
| Public Works - Paving Project. This     which includes re-paving Biorka Dri     lights: the High School Parking Let   | ive; the City Hall | Parking Lot, si | dewalks and lig |                    |                        |           |

3 lights; the High School Parking Lot and lights; and the Kelty Field trail.

| Street Paving Fund         |          |       |       |           |             |           |
|----------------------------|----------|-------|-------|-----------|-------------|-----------|
| Sources:                   |          |       | - 8   |           |             |           |
| PW303-2013 Misc Paving     |          |       | - 9   |           |             |           |
| Construction Services      | 34021553 | 54500 | PW303 | 850,000   | (750,000)   | 100,000   |
| PW003-Ballyhoo Road Paving |          |       |       |           |             |           |
| Construction Services      | 31021553 | 54500 | PW003 | 2,037,140 | (1,000,000) | 1,037,140 |
| PW204-2012 Pavement Resurf |          |       |       |           |             |           |
| Construction Services      | 34021553 | 54500 | PW204 | 8,050,534 | (3,000,000) | 5,050,534 |
| Uses:                      |          |       |       |           |             |           |
| 2014 Paving Project        |          |       | - 8   |           |             |           |
| Engineering                | 34021553 | 53240 | PW402 | -         | 800,000     | 800,000   |
| Construction Services      | 34021553 | 54500 | PW402 |           | 3,949,500   | 3,949,500 |
| Telephone/Fax/TV           | 34021553 | 55310 | PW402 | (*)       | 500         | 500       |

4) General Fund Capital Projects - CCIA Grants. This request is to budget for the two CCIA Grants. One for the Lower Iliuliuk River Restoration and the other is for the Unalaska Lake Restoration Phase I Stormwater Management Plan.

| Capital Projects Fund Sources |         |               |   |         |         |
|-------------------------------|---------|---------------|---|---------|---------|
| Misc State Oper Grants        | 3101041 | 42299 # PW403 | * | 351,657 | 351,657 |
| Uses                          |         |               |   |         |         |
| Salaries                      | 3101053 | 51100 # PW403 |   | 14,677  | 14,677  |
| Other Prof Services           | 3101053 | 53300 # PW403 | • | 473     | 473     |
| Construction                  | 3101053 | 54500 # PW403 | 9 | 336,507 | 336,507 |
| Sources                       |         |               |   |         |         |
| Misc State Oper Grants        | 3100941 | 42299 # PW404 | • | 626,657 | 626,657 |
| Uses                          |         |               |   |         |         |
| Salaries                      | 3100953 | 51100 # PW404 | - | 14,677  | 14,677  |
| Other Prof Services           | 3100953 | 53300 # PW404 |   | 473     | 473     |
| Construction                  | 3100953 | 54500 # PW404 |   | 599,507 | 599,507 |
| Supplies                      | 3100953 | 56100 # PW404 | - | 12,000  | 12,000  |

# City of Unalaska Department of Parks, Culture & Recreation Unalaska Public Library P.O. Box 610 Unalaska, AK 99685

Ph: (907) 581-5060 Fax: (907) 581-5266



**OUR SIXTH YEAR!** 

#### MEMORANDUM

TO:

Chris Hladick, City Manager

THROUGH:

D Tyrell McGirt, Director of Parks, Culture, and Recreation

FROM:

Daniel Masoni, Librarian

DATE:

01/17/2014

**SUBJECT:** 

FY14 Library Grants — Request for Budget Amendment

During the budget planning process for Library Training and Library Equipment, a one year extension of the Online With Libraries (OWL) Grant by the US Department of Commerce was not anticipated. The extended OWL Grant added several training opportunities as well as awarding new equipment to the Unalaska Public Library in FY14. In each case the City of Unalaska will "front" grant expenditures and then be reimbursed.

Please make the following amendments to the Library Grants Budget (0102-3452-56450) and appropriate income line:

| Event  | Original<br>FY14 Budget | New<br>FY14 Budget |
|--|-------------------------|--------------------|
|  |                         |                    |
| OWL Training Grant for Robin Harris:                   | 0                       | 915.05             |
| PLA Training Grant for Daniel Masoni                   | 0                       | 2,000.00           |
| OWL Equipment Grant for 2 AWE Early Learning Stations: | 0                       | 5,586.00           |
| Net Change Requested in 0102-3452-56450                | +                       | 8,501.05           |

Please free to contact me should you need further information.

#### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

**FROM:** NANCY PETERSON, DIRECTOR OF PUBLIC WORKS

**THRU:** CHRIS HLADICK, CITY MANAGER

**DATE:** JANUARY 23, 2014

**RE:** ORDINANCE 2014-02 – AMENDING THE 2014 BUDGET BY

TRANSFERING 32,090 FROM THE GENERAL FUND TO THE

FACILITY MAINTENANCE DIVISION FOR BOILER REPLACMENTS.

**SUMMARY:** The Department of Public Works is requesting a budget amendment in the amount of \$32,090 from the General Fund to the Facility Maintenance Division Repair and Maintenance Services line item. These monies are needed in order to fund the unbudgeted replacement of 2 boilers (Museum and Library).

**PREVIOUS COUNCIL ACTION:** Council has not taken any previous action regarding this item.

#### **BACKGROUND:**

**<u>DISCUSSION:</u>** The boilers at the Museum and the Library both cracked and had to be replaced last fall. These replacements were unbudgeted and the Facility Maintenance Division FY14 budget cannot absorb the expenses. Therefore, the Public Works Department is requesting this Budget Amendment.

**ALTERNATIVES:** The Facility Maintenance Division will have to cut other maintenance projects planned for FY14 if the funds are not transferred to replace the boiler expenses.

**FINANCIAL IMPLICATIONS:** This Budget Amendment request will transfer \$32,090 from the General Fund to the Facility Maintenance Division Repair and Maintenance Services line item.

**LEGAL:** NA

**STAFF RECOMMENDATION:** DPW staff recommends approving this Budget Amendment.

**PROPOSED MOTION:** I move to approve Ordinance #2014-02.

<u>CITY MANAGER'S COMMENTS:</u> I recommend approval of this Budget Amendment to pay for the unbudgeted boiler replacement.

#### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

FROM: NANCY PETERSON, DIRECTOR OF PUBLIC WORKS

**THRU:** CHRIS HLADICK, CITY MANAGER

**DATE:** JANUARY 23, 2014

**RE:** ORDINANCE 2014-02 – AMENDING THE FY2014 BUDGET BY

TRANSFERING FUNDS FROM VARIOUS PAVING PROJECTS TO

CREATE THE 2014 PAVING PROJECT.

<u>SUMMARY:</u> The Public Works Department recommended a variety of additional paving projects for the City Council to consider during the January 14, 2014 Capital Projects presentation. This Budget Amendment will transfer funds remaining in the Ballyhoo Road Paving, 2013 Miscellaneous Paving and 2012 Pavement Resurfacing Projects to create a NEW PROJECT - "2014 Paving Project" in order to complete additional paving work on Biorka Drive and various parking lots this summer.

**PREVIOUS COUNCIL ACTION:** Council has taken the following actions regarding these projects:

- Approved Ordinance 2009-08, on May 26, 2009 adopting the FY2010 budget, authorizing \$6,500,000 funding for Ballyhoo Road Paving. \$1,750,000 was from the 1% Sales Tax and \$5,000,000 was identified as the re-appropriated Position 3 Federal Grant.
- Approved Ordinances in 2009-2012, listing Paving Ballyhoo Road as a Federal Legislative Funding Priority.
- Approved Ordinances in 2011 and 2012, listing Paving Ballyhoo Road as a State Legislative Funding Priority.
- Approved Resolution 2013-05, on January 8, 2013, authorizing the City Manager to enter into an agreement with PND for the design of the Ballyhoo Road Paving Project.
- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Road Paving Project and funding the 2013 Misc. Paving Project in the amount of \$900,000.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving project Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.

**BACKGROUND:** The City solicited bids for Ballyhoo Road and 2013 Miscellaneous Paving projects on May 22, 2013. At the time of the bid opening, the parking lots and Kelty Field trail projects exceeded the funding available. It was decided to postpone that work until after the main project had been completed to see if any funding remained to support

the work.

Also, after a year of negotiating with Granite Construction regarding repair of the deficiencies in the 2012 Pavement Resurfacing project, the City approved a settlement with Granite and awarded a contract to Knik to complete the repairs in 2014.

**<u>DISCUSSION:</u>** Knik will pave Henry Swanson Drive, the Airport Parking Lot and perform the Resurfacing of Airport Beach Road/East Broadway this summer. The City has additional roads and parking lots that are in need of repair/replacement and there is funding remaining in several paving projects that would enable the City to complete this additional work.

Following is a list of the <u>additional paving</u> and associated work proposed for 2014 and the estimated costs:

| Re-pave Biorka Drive                        | \$950,000        |                            |
|---|------------------|----------------------------|
| City Hall Parking Lot, sidewalks and lights | \$660,000        |                            |
| Library Parking Lot and lights              | \$460,000        |                            |
| High School Parking Lot and Lights          | \$260,000        |                            |
| Kelty Field Trail                           | <u>\$215,000</u> |                            |
| Total estimated project cost:               |                  | \$2,545,000                |
| 10% contingency                             |                  | \$ 255,000                 |
| Testing/Inspection/Administ                 | ration           | <b>\$</b> 750 <b>,</b> 000 |
| TOTAL PROJECT FUNDING R                     | <b>EQUEST</b>    | \$3,550,000                |

The following funds are remaining in current Paving Projects:

| TOTAL PROJECT FUNDING PR                   | ROPOSED:                  | \$4,750,000             |
|--|---------------------------|-------------------------|
| PW204 - 2012 Pavement Resurfacing          | \$4,837,789               | <b>\$3,</b> 000,000     |
| PW003 - Ballyhoo Road Paving               | \$2,138,288               | \$1,000,000             |
| PW303 - 2013 Miscellaneous Paving Projects | \$ 883,721                | \$ 750,000              |
| PROJECT                                    | FUNDS<br><u>AVAILABLE</u> | RECOMMENDED<br>TRANSFER |

The Public Works Department recommends transferring \$4.75 million into the new 2014 Paving project to allow flexibility in expanding the scope of paving repairs if desired this spring (ie: West Broadway, remainder of East Broadway, approaches, etc.). Also, the estimated cost for the High School Parking lot has been increased to include replacing the lights as part of the project.

**ALTERNATIVES:** The City could choose to not complete any or all of the proposed projects during 2014.

**FINANCIAL IMPLICATIONS:** This Budget Amendment request will transfer \$750,000 from PW303, \$1,000,000 from PW003 and \$3,000,000 from PW204 to create a new "2014 Paving Project" to fund various paving projects in 2014.

**LEGAL:** NA

**STAFF RECOMMENDATION:** DPW staff recommends approving this Budget Amendment.

**PROPOSED MOTION:** I move to approve Ordinance #2014-02.

**CITY MANAGER'S COMMENTS:** I recommend approval of this Budget Amendment to fund additional paving work this summer.

#### MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: PATRICK JORDAN, ASST. CITY MANAGER

THROUGH: CHRIS HLADICK, CITY MANAGER

**DATE:** JANUARY 28, 2014

RE: FY10 CCIAP AWARD: 10-CIAP-023, UNALASKA LAKE RESTORATION PHASE 1

STORMWATER MANAGEMENT PLAN, AND AWARD: 10-CIAP-022, LOWER

ILIULIUK RIVER RESTORATION

<u>SUMMARY:</u> The City of Unalaska has been awarded two [2] Coastal Zone Management Program grants in the amount of \$626,657.00 for the Unalaska Lake Restoration Project and \$351,657 for the Lower Iliuliuk River Restoration. The goal of these grants is to hire [a] Consultant[s] to develop a Stormwater Plan for the Unalaska Lake watershed and a Restoration Plan for the lower ½ mile of the Iliuliuk River and riverbank. Staff is recommending acceptance of these grant awards.

**PREVIOUS COUNCIL ACTION:** Council participated in a 1995-96 Evaluation of Mitigation Opportunities in Unalaska, a study with specific recommendations for the restoration of the Unalaska Lake Watershed. The City also received 2 matching grants totaling \$75,000 for installation of sediment traps. Those grants are as follows:

RESOLUTION 2010-13 accepted state matching grant funding under Alaska Clean Water Action in the amount of \$45,000 for the Stormwater Collection-Sediment Separators Project Phase 1, which resulted in the purchase and installation of 3 sediment separators in the stormwater collection system in order to help protect the salmon stocks of the Iliuliuk River and its tributaries from runoff.

RESOLUTION 2010-49 accepted a matching grant in the amount of \$30,000 from the Alaska Clean Water Action for Phase 2 of the installation of three sediment traps for the completion of the installation of the 3 sediment traps in the aforementioned Phase 1.

**BACKGROUND:** The Alaska Clean Water Action grants required a match of \$75,500 from the City which included personnel costs, equipment and freight, administration/indirect costs, and general contractor costs. The CIAP grants before us today do not require a match.

**DISCUSSION:** The grant narrative indicates 3-4 sediment separators for the watershed. There may be additional components that come from the study which will be considered in light of the resources we have to work with. The Consultant[s] will also assist in the development of a plan for the restoration of the Lower River which will involve community stakeholders and property owners, with the result being a plan to restore the

riverbank/shoreline areas where foot traffic and skiff storage have depleted the vegetation and contributed to erosion over many years, even decades. Mentioned in the Lower River grant award also are the removal of existing boat docks and the installation of light-penetrating dockage, meant to improve salmon habitat. A fish weir is also included in the outcomes. The weir will be installed near the small island just downstream from the "church hole".

#### Unalaska Lake Watershed Restoration Award: 10-CIAP-023

The 1995-96 Study presented specific recommendations to work toward the restoration of the Unalaska Lake watershed and especially the spawning habitat for Sockeye Salmon. Development over the years, since and including the military's presence here, has contributed to sedimentation of the once-ideal spawning grounds for the Sockeye. The goal of this grant is to restore the breeding grounds of salmon and implement measures to prevent further sedimentation from arriving in Unalaska Lake.

The \$626,657.00 grant was re-appropriated from the Aleutians West Statistical Area to the City of Unalaska as an "entity able to accept these funds." The original award amount was \$100,000 and has been increased to \$626,657.00, with \$100,000 earmarked for the hiring of a contractor to produce a Stormwater Management Plan and for the design and permitting for 3-4 sediment traps. The remaining \$526,657.00 is construction.

#### Lower Iliuliuk River Restoration Award: 10-CIAP-022

The Project Narrative states that the Lower Iliuliuk River Restoration Project benefits the natural coastal environment through the restoration of riverbank and riparian habitat, the construction of light penetrating stairs and/or ramps for access to fishing and moored boats, the design and installation of improved small boat/skiff moorage, and the installation of a fish weir near the small island in the lower river. The benefits of the restoration Lower Iliuliuk River will result in improved aquatic and riparian habitats.

The purpose of this grant is for benefitting the natural coastal environment through the restoration or riverbank and riparian habitat in the lower Iliuliuk River. This will be accomplished by development of a cohesive, inclusive process to unify property owners and customary user groups to manage the Iliuliuk River riverbank area and development of a restoration plan for the Iliuliuk River riverbank along the lower half-mile of the river. Years of foot traffic and skiff storage have damaged growth and prevented regrowth of vegetation along the riverbank, which left unchecked leads to further erosion and sedimentation.

This Federal program ends December 31, 2016. The State of Alaska Dept. of Natural Resources set a deadline of June 2016 for projects to be complete, affording them time to gather and close out all remaining projects.

**ALTERNATIVES:** Accept grant awards for these CIAP projects, or choose not to accept the grant awards.

**FINANCIAL IMPLICATIONS:** No match is required for this grant.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Adoption of Resolution 2014-19 accepting two [2] grants from the CIAP for \$626,657 and \$351,657 for the Unalaska Lake Watershed Restoration Project and the Lower Iliuliuk River Restoration project, respectively.

**PROPOSED MOTION:** "I move to adopt resolution 2014-19, accepting a grant of \$626,657 for the Unalaska Lake Restoration phase 1 stormwater management plan and a grant of \$351,657 for the lower Iliuliuk River Restoration."

**<u>CITY MANAGER'S COMMENTS</u>**: I recommend accepting the grants.

#### CITY OF UNALASKA UNALASKA, ALASKA

#### **RESOLUTION 2014-20**

A RESOLUTION OF THE CITY OF UNALASKA CITY COUNCIL APPROVING THE ACQUISITION REQUEST FOR A 2.94-ACRE PORTION, MORE OR LESS, OF STATE TIDELANDS IN CAPTAINS BAY LOCATED WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF UNALASKA

**WHEREAS**, Alaska Statute 38.05.825 describes the requirements for a municipality applying for tidelands from the State of Alaska; and

**WHEREAS**, City staff is preparing an application requesting additional tidelands addressing the requirements of the State Statute; and

**WHEREAS**, existing and proposed development would be served by this request to acquire a 2.94-acre portion, more or less, of previously unsurveyed State waters within Captains Bay; and

**WHEREAS**, the tidelands being requested from the State of Alaska for conveyance to the municipality of the City of Unalaska are currently unzoned; and

**WHEREAS**, the requested tidelands are developable with a portion currently containing development, and an application for a zone amendment to classify them as Developable Tidelands would be made after conveyance; and

**WHEREAS**, the request is reasonable because it accommodates existing and planned development consistent with the character and land uses found in this industrial portion of Captains Bay; and

**WHEREAS**, the request is in the public interest because it allows for further development of industries aiding in diversifying Unalaska's economic base, as supported by the Unalaska Comprehensive Plan 2020; and

**WHEREAS**, the Planning Commission supported the acquisition and recommend approval of the application to the City Council via Planning Commission Resolution 2014-04; and

**NOW, THERFORE, BE IT RESOLVED** that the Unalaska City Council approves the application to acquire 2.94 acres of tidelands, more or less, located in Captains Bay.

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS  $11^{\mathrm{TH}}$  DAY OF FEBRUARY 2014.

| ATTEST:    | MAYOR | _ |
|------------|-------|---|
| CITY CLERK |       |   |

#### **MEMORANDUM**

TO: MAYOR AND CITY COUNCIL MEMBERS

THRU: CHRIS HLADICK, CITY MANAGER

FROM: ERIN REINDERS, DIRECTOR OF PLANNING

DATE: FEBRUARY 5, 2014

**RE:** TIDELAND ACQUISITION REQEST IN CAPTAINS BAY (RESOLUTION 2014-20)

<u>SUMMARY:</u> Alaska Statute outlines the process and requirements for a municipality to request additional tidelands. City Staff has prepared an application to request approximately 2.94 acres of additional tidelands in Captains Bay, and is required to submit a signed resolution from the City Council with the application. Acquiring these tidelands serves the interest of the community by accommodating development within an industrial portion of Captains Bay, which is in keeping with the Comprehensive Plan. Staff recommends approval of Resolution 2014-20 to approve the acquisition.

**PREVIOUS COUNCIL ACTION:** Although the City Council approved the application through Resolution 2012-32, the application to acquire approximately 136 acres of tidelands in Captains Bay was later denied at the State level because the scale of area being requested was not directly related to development activities. The area of this request has been reduced and refined to include roughly 2.94 acres of unsurveyed and unplatted state waters with existing and planned development near Offshore Systems, Inc. (OSI).

**BACKGROUND:** A portion of the existing facilities owned by Offshore Systems, Inc. extend beyond existing platted tidelands (ATS 1431 Tract A). Additionally, in conjunction with a tideland lease application for UTS 103 Tract A-1 that is currently being processed, OSI has been drafting plans for fill, dock and warehousing facilities that will extend beyond these existing platted tidelands. The area of the existing and planned development totals approximately 2.94 acres.

Per Alaska Statute, the Department of Natural Resources (DNR) requires application for tideland acquisition signed by City's Mayor and a resolution from City Council approving the action. Planning Staff brought this item to the Planning Commission for consideration and recommendation prior to City Council's review. The application for acquisition was recommended by Planning Commission with Resolution 2014-04.

**<u>DISCUSSION:</u>** Development has been increasing in Captains Bay, and this continued development effort represents an interest consistent with the Comprehensive Plan, as it expands economic opportunities and provides more property for increased economic production within the community. Staff proposes submitting an application to the State requesting the acquisition of approximately 2.94 acres of additional tidelands in Captains Bay to accommodate existing facilities (northern portion of the request) and future expansion (southern portion of the request).

Alaska Statute 38.05.825 outlines several requirements that must be addressed by the municipality wishing to acquire additional tidelands. Staff has reviewed these in detail and the findings include:

- 1) The proposed tidelands are located entirely within the Corporate Boundary of the City of Unalaska;
- 2) Use of the land would not unreasonably interfere with navigation or public access;
- 3) The request is consistent with the Comprehensive Plan adopted by the City of Unalaska as it allows further development of various industries which will aid in diversifying the economic base.
  - a) The primary Economic Development Goal identified in the Comprehensive Plan is to, "Ensure a thriving and sustainable local economy."
  - b) One of the core values listed under that goal is to, "Ensure the provision of adequate land area for development of business and industries to strengthen and further diversify the local economy."
  - c) Several actions items are identified in the Comprehensive Plan, which acquiring additional tidelands help to address, including:
    - i) Make land available for business and industry;
    - ii) Broaden and diversify the local economy;
    - iii) Pursue pertinent global economic opportunities that might further local economic diversification or local economic expansion.
- 4) The land is required for the accomplishment of private development, which will be reviewed and approved by the City of Unalaska. Once the tideland is conveyed, the City of Unalaska will proceed with process to lease the property to Offshore Systems, Inc. to accommodate proposed and existing development.

After the application is submitted to DNR's Municipal Entitlement Unit, the City will coordinate with the Unit and arrange for a professional land surveyor to conduct tideland surveys of the requested area. The preliminary tideland surveys will be brought to both the Platting Board and the State for review before they are finalized and recorded. Additional information may be requested regarding OSI's development plans, in which case the Planning Department will coordinate the response.

It is important to note that the approval of the application to acquire tidelands does not approve the actual acquisition or potential leases for these or surrounding tidelands. If the application is accepted by the State of Alaska, the acquisition would proceed in accordance with guidance from UCO Chapter 7.04 and State statue. Zoning for new tideland parcel will also need to be established, likely Developable Tideland Zoning District, and will involve both the Planning Commission and City Council. Tideland leases will proceed in accordance with the Title 7 and Regulations for Tidelands Leasing, License, Exchange or Sale, both for UTS 103 Tract A-1 and the newly acquired tidelands.

**FINANCIAL IMPLICATIONS:** There is no fee for the City to apply or to acquire the tidelands themselves. The City of Unalaska is responsible for the cost of the survey and all subdivision or other platting required for conveyance. Funds have been requested for such a purpose in the Planning Department's Operating Budget for FY2014. Obtaining these additional tidelands would enable the City of Unalaska to lease them to interested parties under the terms of the Tideland Lease Regulations.

**<u>LEGAL:</u>** Application is proceeding per AS 38.05.825 Conveyance of Tide and Submerged Land to Municipalities.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2014-20.

<u>CITY MANAGER COMMENTS</u>: We have been talking about this action for several years in order to help the City guide development. I recommend adopting this resolution and proceeding with the tideland acquisition request.

#### **ATTACHMENTS:**

- Draft City Council Resolution 2014-20
- Draft Tideland Acquisition Application
  - o Application Form
  - o Request Narrative
  - o Overall Arial Site View
  - o Plat Detailing Southern Portion of Request
- Signed Planning Commission Resolution 2014-04

# STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER

| Administration 3700 Airport Way 55<br>550 W 7th Ave., Suite 640 Fairbanks, AK 99709 An   | outhcentral Region  0 W 7th Ave., Suite 900C achorage, AK 99501-3577  07) 269-8552            | Southeast Region<br>400 Willoughby, #400<br>P.O. Box 111020<br>Juneau, AK 99811-1021<br>(907) 465-3400 |
|--|---|--|
| APPLICATION FOR PURCHASE O   | R LEASE OF STATE LA   | ND   |
| Date   |   | ADL # (assigned by DNR)  |
| Applicant's Name City of Unalaska  | Ooing business as:  |  |
| Mailing Address P.O. Box 610   |   |  |
| City/State/Zip Unalaska, AK 99685  | E-Mail ereinders@ci.  | unalaska.ak.us   |
| Message Phone (907)581-3100 Work Phone (907)581-3  | 100 Soc. Sec. # and/or Tax  | ID# 92-0036399   |
| Is applicant a corporation qualified to do business in Alaska? $\overline{\mathbb{X}}$ y   | es  | n in good standing with the  |
| State of Alaska, Dept. of Commerce and Economic Development? [   | $\overline{X}$ yes $\square$ no.  |  |
| Is applicant 18 years or older? $\overline{x}$ <b>yes</b> $\overline{y}$ <b>no.</b> Are you a  | applying for a $\square$ lease or $\overline{\mathbb{X}}$ s                                   | ale?   |
| What kind of lease or sale are you applying for? X Tideland;   |   | _  |
| □ Negotiated; □ Competitive; □ Non-Comp  | · · · · · · · · · · · · · · · · · · ·   |  |
| If a lease, how many years are you applying for? years. (55  | ,   |  |
| Legal Description: Lot(s)Block/Tract #   | Survey/Subdivision  |  |
| Other: Unsurveyed State Tidelands  |   | ,  |
| Meridian Seward Township 73S , Range 118W  |   |  |
| Municipality City of Unalaska LORAN Readi  | ng (optional)   |  |
| Geographic Location: Captains Bay  |   |  |
| What is the proposed use of and activity on the state land?  |   |  |
| Acquire tidelands for future development plans and to account  | · ·   |  |
| Are there any improvements on the land now? $\boxed{x}$ yes $\boxed{\ }$ no. If ye   | s, who owns the improvements  | s, and what is the   |
| estimated value? Offshore Systems, Inc Value: is a portion   | n of \$3,412,100 adjacent fac   | lities.  |
| If yes, describe any existing improvements on the land.  |   |  |
| Dock facilities extended beyond existing tideland areas.   |   |  |
| Are there any improvements or construction planned? <b>X yes r</b> Offshore Systems, Inc. has plans to develop a dock and warehouse on the into the tidelands that the City of Unalaska is requesting  State the proposed construction date: Spring 2014 ; estimated | to. If yes, describe them and the UTS 103 Tract A-1. A portion of completion date*: Spring 20 | of the proposed dock extends   |
| Name and address of adjacent land owners and, if you are apply   |   |  |
| upland owners: See map on page 4.  | ,   | ,  |
| Are you currently in default on, or in violation of, any purchase co department under 11 AAC?   yes  no. Within the past three purchase contract, lease, permit or other authorization issued to you   | years, has the department for   |  |

Non-refundable filing fee: \$100 (Fee may be waived under 11 AAC 05.010(c)) 102-103 (Rev. 11/08)

| Is the land applied for subject to any existing leases or permits?   yes  no. If Name lease/permit is issued under:   | f yes,  |
|---|---|
| Do you think you qualify for a non-competitive lease or sale? yes no. If yes AS 38.05.035(b)(2) (to correct an error or omission);  AS 38.05.035(b)(3) (owner of bona fide improvements);  AS 38.05.035(b)(5) (occupied, or are the heir of someone who occupied AS 38.05.035(b)(7) (adjacent owner of remnant of state land, not adjoin AS 38.05.068 and .087 (U.S. Forest Service Permittee);  AS 38.05.075(c) (upland owner or lessee);  AS 38.05.035(f) (erected a building and used the land for business pure AS 38.05.102 (current long-term lessee or current shore fishery lessee AS 38.05.255 (millsite lease for mine-related facilities);  AS 38.05.810(a)* (government agency; tax-exempt, non-profit organ solid waste facility, or other public facility; or a subdivision's nonprofit, tax-AS 38.05.810(b)-(d) (non-profit corporation, association, club, or scientific, or educational purposes, or for the promotion of social welfare, or AS 38.05.810(e) (licensed public utility or licensed common carrier);  AS 38.05.810(f) (non-profit cooperative organized under AS 10.25, or AS 38.05.810(f) (non-profit cooperative organized under AS 10.25, or AS 38.05.810(f) (port authority);  AS 38.05.825 (municipality applying for occupied or developable tidelated other (please explain): | ed the land before statehood); ining other state land;  rposes); e); nization organized to operate a cemetery, exempt homeowners' association); society operated for charitable, religious, or a youth encampment); licensed public utility); |
| If you have checked one of the above statutes, attach a statement of requirement of that statute.   | detailing your qualifications under each  |
| Do you think you qualify to lease the land for less than fair market value?   AS 38.05? AS 38.05.097 (youth encampment or similar recreational purpose); AS 38.05.098 (senior citizen discount for a residential lease);  | res 🗵 no. If yes, under what provision of  U other (please explain).  |
| Signature Date  |   |
| City of Unalaska  | Mayor   |
| If applying on behalf of an agency, municipality, or organization, state which one  | Title   |

#### NOTICE TO APPLICANT:

- \* For applications filed by a municipality under AS 38.05.810, if there is a remaining entitlement of the municipality under AS 29.65, land transferred under AS 38.05.810 shall be credited toward fulfillment of the entitlement.
- \* Construction may not commence until approval is granted by lessor.
- \* This application will not be considered unless it is accompanied by the appropriate filing fee and completed in full. THE FILING FEE WILL NOT BE REFUNDED NOR IS IT TRANSFERABLE. All checks are to be made payable to the Department of Natural Resources.
- \* Include a 1:63,360 USGS map showing location of proposed activities in relation to survey monumentation or fixed geographical features which fully illustrates your intended use, including the location of buildings and improvements and access points, labeled with all dimensions, and a development plan providing a complete list of proposed activities.
- \* The applicant may be required to deposit a sum of money sufficient to cover the estimated cost of survey, appraisal, and advertising. If the land is sold or leased to another party, the deposit will be returned to the applicant.
- \* The filing of this application and payment of the filing fee vests the applicant with no right or priority in the lands applied for. It is merely an expression of the desire to purchase or lease a parcel of land when and if it becomes available. Filing an application serves the purpose of notifying the state that an individual is interested in purchasing or leasing land. It is not a claim, nor does it in any way obligate the state to sell or lease land.
- \* If the application site is in the Coastal Zone, include a Coastal Project Questionnaire (www.gov.state.ak.us/dgc/Projects/projects.html).
- \* If the application is for a commercial fish camp, include a copy of your limited entry permit or an interim-use salmon set net permit.
- \* If applying for a senior citizen discount, include form 102-1042.
- \* AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

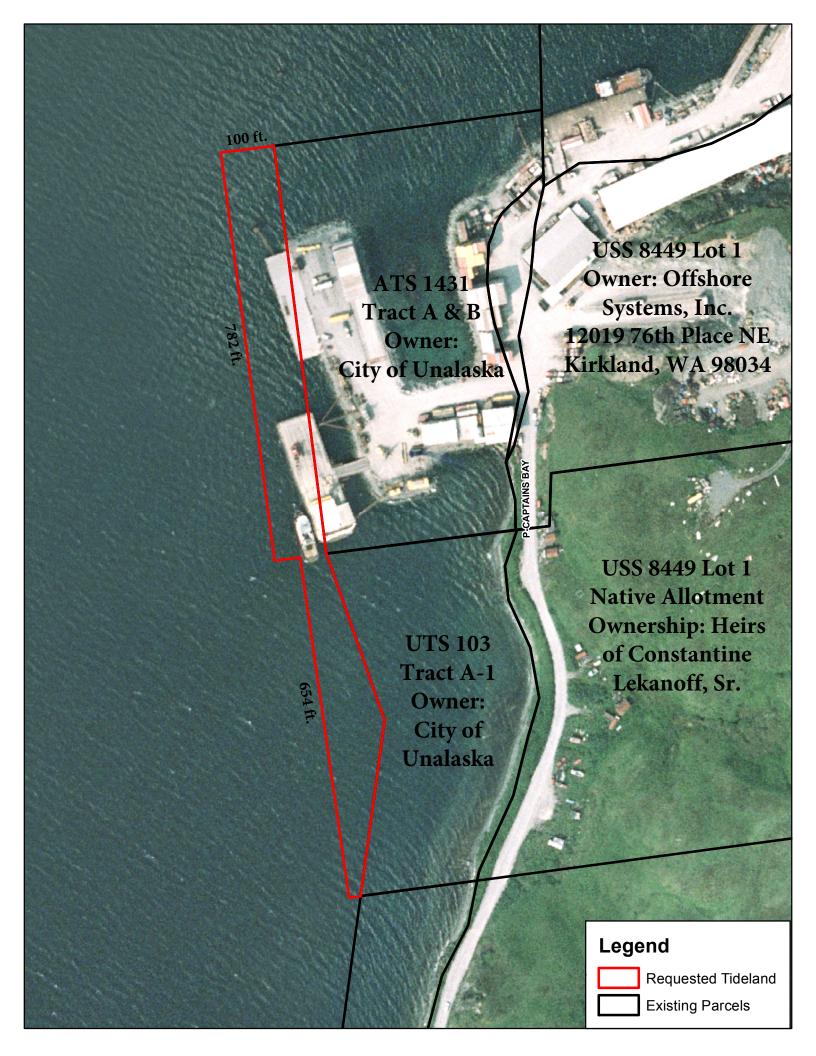
#### 2.94± acres within Captains Bay Located Entirely Within the Corporate Boundary of the City of Unalaska Within Protracted Section 21 of Township 73 South, Range 118 West of the Seward Meridian, Alaska

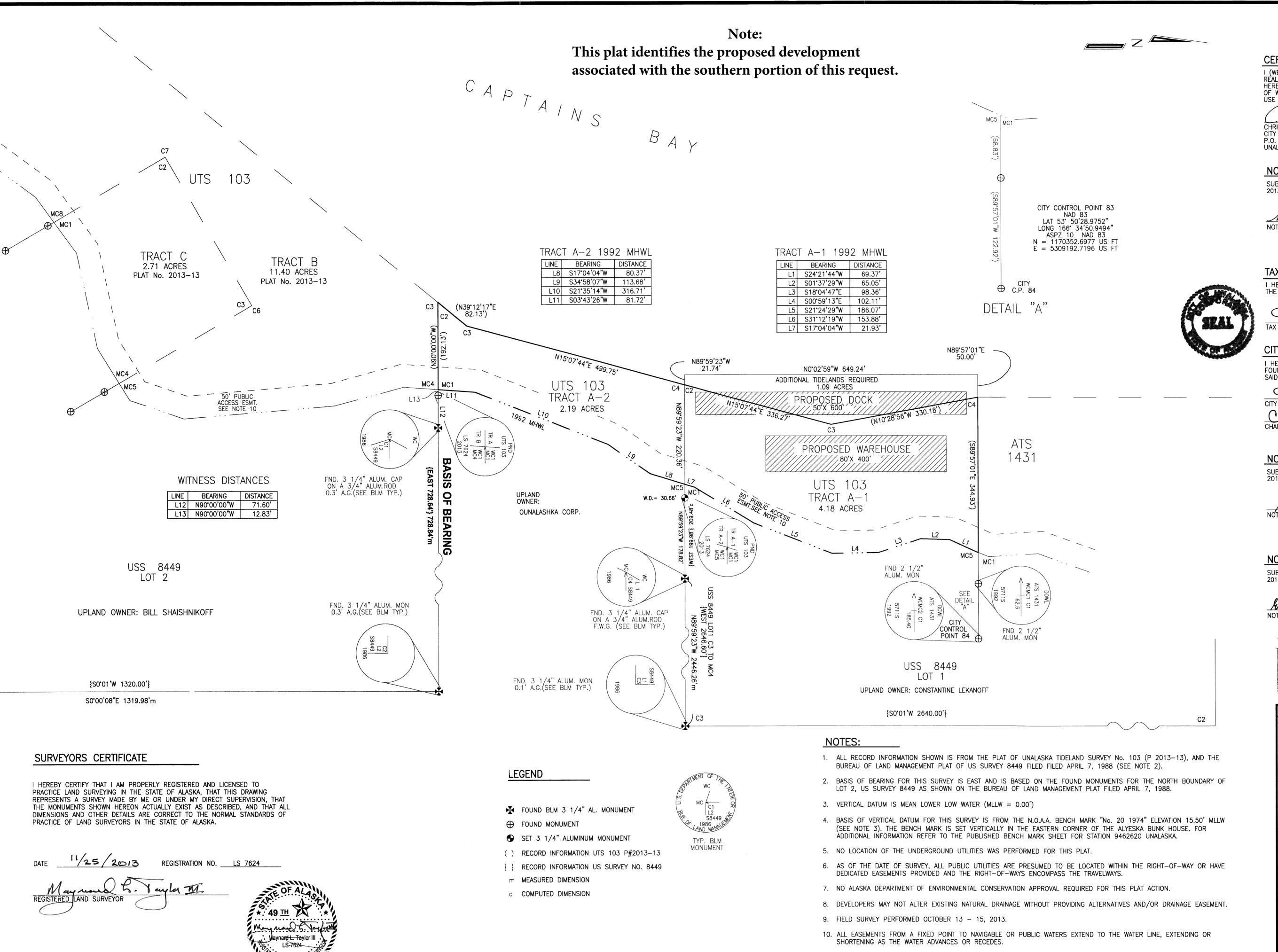
The City of Unalaska (hereinafter referred to as "City") is requesting a 2.94± acre portion of state-owned tidelands from the State of Alaska to accommodate future dock and warehouse facility expansion within Captains Bay. These requested tidelands are directly adjacent to existing tidelands previously conveyed to the City from the State of Alaska.

This area of Captains Bay contains uplands zoned for industrial development. Dock facilities that currently exist in the area -- as well as proposed improvements -- have been built outside existing City-owned tidelands and are extending into State waters.

This request satisfies the requirements for acquisition of state-owned tidelands in the following ways:

- The proposed tidelands are located entirely within the Corporate Boundary of the City of Unalaska.
- Use of the land would not unreasonably interfere with navigation or public access.
- A signed application from the City's Mayor and a resolution from the City Council approving the action are attached.
- The land is not subject to a shore fisheries lease under AS 38.05.082.
- Acquiring the additional tidelands is consistent with the Comprehensive Plan adopted by the City of Unalaska as the acquisition allows for further development of various industries and projects. This development will help to expand Unalaska's economic base.
- Development has been increasing in Captains Bay and there are future plans for dock and port facility expansion in that area for support and staging for oil and gas exploration.
- The tidelands requested are required for the accomplishment of private development which will be approved by the City of Unalaska. The Department of Planning has received a site plan from Offshore Systems, Inc. the lessee of the adjacent tideland parcel detailing a development plan for the requested areas.
- Portions of dock facilities that currently exist in the area have been built outside existing City-owned tidelands and are extending into State waters. Development proposals in this area are exceeding the tidelands to which the City previously received patent.
- If the action is approved, the City will arrange for a professional land surveyor to conduct tideland surveys of the area as required by Alaska Statutes. The preliminary tideland surveys will be brought back to the Platting Authority for review before they are finalized and recorded. Once recorded, the process to zone the newly acquired tidelands would then begin.





CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE ALL RIGHT OF WAYS AND PUBLIC AREAS TO THE PUBLIC, AND EASEMENTS TO THE

CITY OF UNALASKA

P.O. BOX 610 UNALASKA, AK 99685

NOTARY ACKNOWLEDGMENT FOR CITY OF UNALASKA. SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF December 2013.

9/20/20/5
MY COMMISSION EXPIRES

NOTARY PUBLIC MARJORIE V. VEEDER STATE OF ALASKA AY COMMISSION EXPIRES SMIMMHDET 20, 2015

## TAX CERTIFICATE

I HEREBY ACKNOWLEDGE THAT NO TAX PAYMENT IS CURRENTLY DUE THE PROPERTY SHOWN HEREON.

TAX OFFICIAL, CITY OF UNALASK

12/3/2013 DATE

## CITY APPROVAL

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS OF THE CITY OF UNALASKA, SAID PLAT HAS BEEN APPROVED BY THE CITY OF UNALASKA, ALASKA

12/3/2013 DATE 12/3/2013 CHAIR OF THE PLATTING BOARD

## NOTARY ACKNOWLEDGMENT FOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd 2013.

**Sitharlen B. Filande** NOTARY PUBLIC

April 01, 2016

MY COMMISSION EXPIRES

OFFICIAL SEAL
Estkarlen B. Pilande
Notary Public - State of Alaska
My Commission Expires 411201

NOTARY ACKNOWLEDGMENT FOR SUBSCRIBED AND SWORN TO BEFORE ME THIS 310

April 01, 2016 MY COMMISSION EXPIRES

Aleutian Islan



| VICII   | NITY    | MAP                | SCALE | : 1"=1 M | IILE s         | ECTION 21, T7 | 3S, R118W, S.N         | ۸. |
|---------|---------|--------------------|-------|----------|----------------|---------------|------------------------|----|
| 12      |         | NATEEK<br>BAY<br>7 |       | 8        | 9              | 100           | UNALASKA<br>11<br>LAKE | 12 |
| 13      |         | 18                 |       | 17       | A 16           | 15            | 14                     | 13 |
| 24      | R 119 W | 19                 | 20    | THIS     | L1 21<br>S8449 | 22            | 23                     | 24 |
| 25      |         | 30 (               | UTS   | 5 103    | 28<br>T 73 S   | 27            | 26                     | 25 |
| PLAT OF |         |                    |       |          |                |               |                        |    |

# **UNALASKA TIDELAND SURVEY 103** TRACTS A-1 AND A-2

A REPLAT OF UNALASKA TIDELAND SURVEY No. 103 PLAT No. 2013-13 ALEUTIAN ISLANDS RECORDING DISTRICT LOCATED WITHIN SECTION 21, T 73 S, R 118 W, SEWARD MERIDIAN ALEUTIAN ISLANDS RECORDING DISTRICT

CONTAINING 6.37 ACRES MORE OR LESS





1506 West 36th Avenue Anchorage, Alaska 99503 Phone: 907.561.1011

Fax: 907.563.4220 Drawn MT File No. 2013-14 W.O. No. PN&D 131072 SHEET 1 OF 1 Checked by: RI & MT

- 11. UTS 103, TRACTS A-1 AND A-2 ARE ZONED DEVELOPABLE TIDELANDS.
- 12. DEVELOPMENT REPRESENTED ON THE PLAT IS PROPOSED BY A TIDELAND LEASE APPLICANT AND IS NOT A CITY OF UNALASKA

#### City of Unalaska, Alaska Planning Commission/Platting Board Resolution 2014-04

A RESOLUTION RECOMMENDING TO THE UNALASKA CITY COUNCIL APPROVAL OF THE ACQUISITION FROM THE STATE OF ALASKA OF A 2.94-ACRE PORTION, MORE OR LESS, OF TIDELANDS IN CAPTAINS BAY, LOCATED WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF UNALASKA

WHEREAS, Alaska Statute 38.05.825 describes the requirements for a municipality applying for tidelands from the State of Alaska; and

WHEREAS, existing and proposed development would be served by this request to acquire a 2.94-acre portion, more or less, of previously unsurveyed State waters within Captains Bay; and

WHEREAS, the tidelands being requested from the State of Alaska for conveyance to the municipality of the City of Unalaska are currently unzoned; and

WHEREAS, the requested tidelands are developable with a portion currently containing development, and an application for a zone amendment to classify them as Developable Tidelands would be made after conveyance; and

WHEREAS, the request is reasonable because it accommodates existing and planned development consistent with the character and land uses found in this industrial portion of Captains Bay; and

**WHEREAS**, the request is in the public interest because it will help promote a thriving and sustainable local economy by allowing businesses to relocate and expand to better serve the community, as supported by the Unalaska Comprehensive Plan 2020; and

**WHEREAS**, the Planning Commission finds the application for the tidelands conveyance request reasonable, in the public interest, and in conformance with the goals and objectives of the Comprehensive Plan.

**NOW THEREFORE BE IT RESOLVED,** the Planning Commission recommends the Unalaska City Council approve the application for acquisition of 2.94 acres of tidelands, more or less, located in Captains Bay within the municipal boundary of the City of Unalaska, from the State of Alaska.

PASSED AND APPROVED THIS 23 DAY OF SAUGU, 2014, BY THE PLANNING COMMISSION OF THE CITY OF UNALASKA, ALASKA.

Chris Bobbitt
Chair
Erin Reinders, AICP
Recording Secretary

#### CITY OF UNALASKA UNALASKA, ALASKA

#### **RESOLUTION 2014-10**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PND ENGINEERS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$388,094.

WHEREAS, the City of Unalaska, Alaska has determined that it is necessary to perform Construction Administration services for the 2014 Paving Projects; and

WHEREAS, the Paving Projects are components of the approved CMMP; and

WHEREAS, the City of Unalaska solicited a proposal from PND Engineers, Inc. for the required work; and

WHEREAS, PND Engineers, Inc. has identified and retained a team of highly qualified professionals to perform the scope of work; and

WHEREAS, the City has negotiated a fair and reasonable price for the services to be provided.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to enter into an agreement with PND Engineers, Inc. to provide construction administration services for the 2014 Paving Projects in an amount not to exceed \$388,094.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS  $11^{\rm TH}$  DAY OF FEBRUARY 2014.

|            | MAYOR |  |  |  |  |  |  |
|------------|-------|--|--|--|--|--|--|
| ATTEST:    |       |  |  |  |  |  |  |
|            |       |  |  |  |  |  |  |
|            |       |  |  |  |  |  |  |
| CITY CLERK |       |  |  |  |  |  |  |

#### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

**THRU:** CHRIS HLADICK, CITY MANAGER

FROM: NANCY PETERSON, DIRECTOR OF PUBLIC WORKS

**DATE:** FEBRUARY 11, 2014

**RE: RESOLUTION 2014-10 -** AUTHORIZING THE CITY MANAGER TO

ENTER INTO AN AGREEMENT WITH PND ENGINEERS, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR 2014 PAVING

PROJECTS IN AN AMOUNT NOT TO EXCEED \$388,094.

**SUMMARY:** The City solicited a proposal from PND Engineers, Inc. to provide construction administration and engineering services for the various paving projects this summer. PND has proposed to provide all the needed services on a time and materials (T&M) basis for an amount not to exceed \$388,094. This contract will be structured the same as last year's contract, which is very similar to the administration portion of the Regan Engineering CEI contract on our other projects.

**PREVIOUS COUNCIL ACTION:** Council has taken the following actions regarding this project:

- Approved Ordinance 2009-08, on May 26, 2009 adopting the FY2010 budget, authorizing \$6,500,000 funding for Ballyhoo Road Paving. \$1,750,000 was from the 1% Sales Tax and \$5,000,000 was identified as the re-appropriated Position 3 Federal Grant.
- Approved Ordinances in 2009-2012, listing Paving Ballyhoo Road as a Federal Legislative Funding Priority.
- Approved Ordinances in 2011 and 2012, listing Paving Ballyhoo Road as a State Legislative Funding Priority.
- Approved Resolution 2013-05, on January 8, 2013, authorizing the City Manager to enter into an agreement with PND for the design of the Ballyhoo Road Paving Project.
- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Paving Project and \$900,000 to the 2013 Misc. Paving Project.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.
- Approved Ordinance 2014-02 on February 11, 2014, amending the 2014 Budget to create the 2014 Paving Project.

**BACKGROUND:** The City awarded a contract to Granite Construction in June 2012 for construction of the 2012 Pavement Resurfacing Project. There were significant deficiencies in the project scope of work and the City negotiated with Granite throughout 2013 to complete the required repairs. A Settlement Agreement was approved by the City Council on December 17<sup>th</sup>, 2013, to resolve the dispute, and the Council has before it this evening a resolution to award the repaving work to Knik Construction Company. The subject resolution allows the City to retain the services of PND Engineers to provide construction administration and engineering support for the project work that Knik will perform.

**DISCUSSION:** Construction administration and oversight services are required to ensure that a timely flow of information occurs with the contractor and that the projects are constructed in conformity with the approved plans and specifications. This contract will task PND Engineers with the on-site, day-to-day oversight of the construction and inspection of all of our 2014 Paving projects. Work will include attendance at the preconstruction conference, site inspection, attendance at all weekly project meetings, assistance to the Department in any design or contract dispute or interpretation of plans and specifications, monthly payment approval and final approval of the project. PND will also be responsible for recording and producing meeting minutes for all meetings during the project, and providing photographic documentation of the project.

PND will observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

The City contracted with PND for project administration on the 2013 Ballyhoo Road Paving project and the project went smoothly with excellent communication with the contractor. We had an excellent team in place during last year's project and the same staff will be returning to the project in 2014.

You'll note that both the PND and R&M Proposals refer to Construction Administration (CA) Services...CA is made up of contract administration, testing and inspection. For the Paving project is in the City's best interests to split these Services between PND (Administration) and R&M (Testing and Inspection).

**ALTERNATIVES:** The City could solicit additional bids for this work.

<u>FINANCIAL IMPLICATIONS:</u> This Time and Materials contract for the construction administration is for an amount not to exceed \$388,094. Funding is available in the 2014 Paving Projects budget to complete the work.

**LEGAL:** NA

**STAFF RECOMMENDATION:** DPW staff recommends approving this Contract Award to PND Engineers, Inc.

**PROPOSED MOTION:** I move to approve Resolution #2014-10.

**CITY MANAGER'S COMMENTS:** Support from PND in overseeing the day-to-day construction of the various paving projects will be important this summer. The limited number of days available to complete the work requires good, timely communication with the contractor. I recommend approval of this contract to PND Engineers, Inc.

Attachments: 1)PND Proposal; 2) Draft Contract

#### CITY OF UNALASKA

#### AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2014 PAVING PROJECTS

(PROJECT NO. 14103) (CONTRACT NO. 14103-01)

Prepared By:

City of Unalaska, Department of Public Works P.O. Box 610 Unalaska, Alaska 99685 907.581.1260

#### AGREEMENT FOR ENGINEERING AND RELATED SERVICES

| THIS   | AGREEMENT     | is er  | ntered    | into  | this  |            |           | 2014,  | by          | and | between   | PND   |
|--------|---------------|--------|-----------|-------|-------|------------|-----------|--------|-------------|-----|-----------|-------|
| ENGI   | NEERS, INC. ( | herein | nafter ca | alled | "Engi | neer"), an | d the CIT | Y OF U | J <b>NA</b> | LAS | KA (herei | nafte |
| called | "City").      |        |           |       |       |            |           |        |             |     |           |       |

#### WITNESSETH THAT:

WHEREAS City desires to engage Engineer to render engineering and related consulting services for the City of Unalaska for the performance of

#### CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2014 PAVING PROJECTS

WHEREAS the Engineer represents that it is properly licensed and that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Engineer will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

#### 1. <u>Employment of Engineer</u>

Engineer agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in the attached Exhibits, copies of which is attached hereto and incorporated by reference.

#### 2. <u>Performance</u>

Engineer agrees to proceed immediately to perform the work described in the Scope of Services; however, the Engineer is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit B** without the prior written approval of the City.

#### 3. Fee

After issuance of a "Notice to Proceed" and receipt of a periodic billing for said services, the City agrees to pay the Engineer as compensation for the services under this Agreement such sums of money as set forth in this Agreement. The amount payable to the Engineer shall not exceed the amount specified without the prior written approval of the City.

City shall pay Engineer for the services identified in the Scope of Services a **Total Fee not to exceed \$388,094.** Work will be conducted on a Time and Materials Not-to-Exceed basis for the amounts listed in **Exhibit B.** 

#### 4. Payments

City agrees to make monthly payments to Engineer as services are performed and costs are incurred, provided Engineer submits three (3) copies of a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Engineer. All invoices are otherwise due and payable within thirty (30) days of receipt by City.

#### 5. Personnel

Engineer agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned. No person objected to by the City shall be employed by Engineer for work hereunder.

#### 6. <u>Independent Contractor Status</u>

In performing under this Agreement, Engineer acts as an independent contractor and shall have responsibility for and control over the details and means for performing the engineering services required hereunder.

#### 7. Indemnification

Engineer shall defend and save harmless City, its employees, officers, and elected officials from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of Engineer while performing under the terms of this Contract.

City shall defend and save harmless Engineer, its employees and officers from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of the City while performing under the terms of this Contract.

#### 8. Assignment

Engineer shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

#### 9. Subcontracting

Engineer may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

#### 10. <u>Designation of Representatives</u>

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the City Engineer or such other person as he may designate in writing. Engineer shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Engineer in connection with this Agreement.

PND Engineers, Inc. – 2014 Paving Project Agreement Page 3 of 17

#### 11. <u>Termination</u>

Either party shall have the right to terminate this Agreement at any time and for reasonable cause, by delivery of ten (10) days written notice, specifying the effective date thereof. After receipt of such notice, Engineer shall stop work hereunder and on the date specified in such notice, terminate all subcontracts and other commitments and, upon receipt of payment from the City for all work outstanding as of the effective date of termination, promptly thereafter deliver to City all designs, computations, drawings, electronic documents, specifications and other material and information prepared or developed hereunder.

In the event of any termination pursuant to this clause, Engineer shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Engineer shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

#### 12. Ownership and Use of Documents

Engineer agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use, and to authorize others to disclose, reproduce and use such documents for this project. If the documents are used or modified for any other use, all Engineers' seals shall be removed prior to such use.

#### 13. Insurance or Other Contract Security Against Liability

- A. During the term of the contract, the Consultant shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.
- B. The Consultant shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the

PND Engineers, Inc. – 2014 Paving Project Agreement Page 4 of 17

- policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City.
- C. Prior to commencement of the work, the Consultant shall furnish certificates to the City, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of deficient evidence does not constitute a waiver of contract requirements.
- D. The Consultant shall furnish the City with certified copies of policies upon request. The minimum coverages and limits required are as follows:
  - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
  - 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
  - 3. Commercial Automobile Liability on all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
  - 4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
  - 5. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$250,000 per claim. The City has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide a financial

- guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expense.
- F. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Consultant agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the Consultant employs subcontractors to perform any work hereunder, the Consultant agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City. This requirement is applicable to subcontractors of any tier.
- H. The Consultant covenants to maintain all insurance policies or other contract security required in this Agreement for the period of time in which a person may commence a civil action as prescribed by the statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Consultant under this Agreement, whether or not such claim is asserted during the term of this Agreement and even though judicial proceeding may not be commenced until after the expiration of this Agreement.

In order to maintain the same level of professional liability coverage that will exist at the commencement of this Agreement, the Consultant may purchase a Prior Acts Policy of Errors & Omissions Insurance or a Project Specific Policy of Errors & Omissions Insurance.

#### 14. Claims Recovery

Claims by City resulting from Engineer's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Engineer for work performed or to be performed. City shall notify Engineer of any such failure, default or damage therefrom as soon as practicable, and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to coordinate documents, design errors or omissions shall be performed by the Engineer without additional compensation.

#### 15. Performance Standard

Services performed under this Agreement shall be in accordance with good engineering and design practices and shall comply with all applicable codes and standards.

#### 16. Compliance with Applicable Laws

Engineer shall in the performance of this Agreement comply with all applicable federal, state and local laws, ordinances, order, rules and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation,

PND Engineers, Inc. – 2014 Paving Project Agreement Page 6 of 17

and other employee benefit laws. Engineer also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Engineer and all subcontractors must comply with state laws related to local hire and prevailing wages.

## 17. Records and Audit

Engineer agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City upon reasonable notice and at all reasonable times mutually available to the City and Engineer. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the engineering services of this Agreement relate.

# 18. Reporting of Progress and Inspection

Engineer agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

# 19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Engineer's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

# 20. <u>Duration of Agreement</u>

This agreement is effective for a period of one (1) year from the date first shown above, or until the completion and final closeout of the project, whichever is longer. The agreement may be extended by the mutual written agreement of City and Engineer.

# 21. <u>Inspections by City</u>

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Engineer as may be engaged in the performance of this Agreement.

# 22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates and reports prepared by the Engineer. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

## 23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:
Public Works Director
City of Unalaska
Box 610
Unalaska, AK 99685

To Engineer:
Dempsey Thieman
PND Engineers, Inc.
1506 West 36<sup>th</sup> Ave
Anchorage, AK 99503

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

# 24. <u>Venue/Applicable Law</u>

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

# 25. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

# 26. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of and bind the parties and their respective successors.

# 27. Entire Agreement/Modification

This agreement, including Exhibits A-B, and the proposal from the Engineer dated January 19, 2014, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

| ENGINEER:   | CITY:   |  |  |  |
|---|---|--|--|--|
| PND Engineers, Inc  | City of Unalaska, Alaska  |  |  |  |
| BY: Dempsey Thieman, Vice President PND Engineers, Inc                                    | BY:<br>Chris Hladick<br>City Manager<br>City of Unalaska  |  |  |  |
| Subscribed and Sworn to Before Me, a Notary Public in and for the State of, thisday of,20 | Subscribed and Sworn to Before Me, a Notary Public in and for the State of Alaska, thisday of, 20 |  |  |  |
| My Commission Expires:  | My Commission Expires:  |  |  |  |

#### Exhibit A

# SCOPE OF SERVICES CONSTRUCTION ADMINISTRATION SERVICES

#### 1.0 PURPOSE:

This scope of services describes and defines the services, which are required for construction administration for the 2014 PAVING PROJECTS (hereinafter referred to as the Project):

#### **2.0 SCOPE:**

The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.

#### 3.0 LENGTH OF SERVICE:

The Consultant services for the Construction Contract shall begin upon written notification to proceed by the Department. The work shall continue until completion and final closeout of the project.

#### **4.0 DEFINITIONS:**

- A. City: City of Unalaska.
- B. Department: The City of Unalaska Department of Public Works.
- C. Public Works Director: The Department employee responsible for execution of the proposed construction activities.
- D. City Engineer: The Department employee assigned to manage the Contract and represent the Department during the performance of the services covered under this Agreement. The Public Works Director shall act in this capacity in the absence of a City Engineer.
- E. Engineer or Architect of Record: The Engineer or Architect noted on the Construction plans as the responsible person for the design and preparation of the plans.
- F. Consultant: The Consulting firm under contract to the Department for Construction Administration services.
- G. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for the Project.
- I. Contractor: An individual, firm or company contracting with the City for performance of work or furnishing of materials.
- J. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

#### 5.0 ITEMS TO BE FURNISHED BY THE DEPARTMENT TO CONSULTANT:

- A. The Department, on as needed basis, will furnish the following Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Special Provisions, and
  - 3. Copy of the Executed Construction Contract.

PND Engineers, Inc. – 2014 Paving Project Agreement Page 10 of 17

#### 6.0 ITEMS FURNISHED BY THE CONSULTANT:

#### **6.1 Office Automation:**

The Consultant shall provide computers and software capable of performing the required functions. The Consultant shall use Windows XP Professional, Word and Excel or latest version available software in order to be compatible with the Department's word processing, scheduling and spreadsheet software. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times. The Consultant shall provide cell phones to the Project Engineer.

#### **6.2 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall be paid for in accordance with the terms of the agreement.

#### **6.3 Licensing for Equipment Operations:**

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department, for verification, upon request. Department approval is required for all rental types prior to obtaining the rental agreements.

#### 7.0 LIAISON:

The Consultant shall keep the City Engineer informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the City Engineer in order for the City Engineer to oversee the Consultant's performance. Administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the City Engineer.

#### **8.0 REQUIREMENTS:**

#### 8.1 General:

The Consultant shall provide full time construction administration during the construction contract including attendance at the pre-construction meeting, site inspection, attendance at regular job meetings, assistance to the Department in any design or contract dispute or interpretation of plans and specifications, monthly payment approval and final approval of the project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify and report discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

# 8.2 Weekly Progress Meeting:

The Consultant shall schedule and lead a progress meeting every week with Department personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. The discussion should include recent progress, upcoming events in the schedule, and problems associated with the project, requests for information, plan changes, action items, contract time, and will follow the Department's approved agenda format.

#### **8.3 Project Administration:**

The Consultant shall provide project administration in accordance with Department standards and coordinate with the City Engineer. The consultant shall also prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. The Consultant will provide qualified staff to assist the City to oversee all work being done on the contract and monitor Contractor hours worked on the project.

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, asphalt testing, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.

# **8.4 Provide Construction Inspection:**

The Consultant shall monitor the Contractor's on-site construction activities in accordance with the plans, specifications, approved submittals, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan, and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures.

# **8.5 Supplemental Agreements/Construction Change:**

The Consultant shall notify the City Engineer of any proposed or necessary Supplemental Agreements/Construction Changes; Assist the Architect/Engineer to negotiate prices for additional pay items with the contractor; coordinate acceptance of prices with the City Engineer; and prepare the Supplemental Agreement/Construction Change on the supplied standard form and submit to the City Engineer for final review and submittal for processing.

The City Engineer is designated to negotiate and recommend Supplemental Agreements for approval. The Consultant shall prepare the Supplemental Agreement as a recommendation to the Department, which the Department may accept, modify or reject upon review. The Consultant shall consult with the City Engineer, as it deems necessary and shall direct all issues, which exceed its delegated authority to the City Engineer for Department action or direction. The Consultant shall advise the City Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

#### **8.6 Shop Drawings:**

Submittals and shop drawings will be reviewed and approved by the Engineer or Architect of Record. The Consultant will maintain a set of approved submittals with shop drawing logs to verify that installed items are those that are approved.

#### **8.7 Progress Payments:**

The Consultant will review and assist in the preparation of Contractor pay applications to document accuracy. Accurate quantities will be determined by reviewing actual project field records and recording daily pay item reports (PIRs), as directed by Special Provisions in the contract, and from Supplemental Agreements/Construction Changes or Force Accounts. Payments for stockpiled material may be made as defined in the General Conditions and approved by the Project Supervisor. All records shall be kept in accordance with the Department standards.

#### **8.8 Revisions to the Contract Plans:**

Any revisions to the contract plans or cross sections will be submitted to the City Engineer for processing. A record set of red line drawings shall be maintained by the Consultant at all times.

PND Engineers, Inc. – 2014 Paving Project Agreement Page 12 of 17

# 8.9 Distribution of Correspondence:

The Consultant shall submit to the City Engineer a copy of all correspondence between the Architect/Engineer of Record, Consultant, Contractor, Subcontractors or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records. The Consultant shall keep logs of all incoming and outgoing correspondence during the project. The consultant shall also maintain project files for the project in accordance with Department Standards. All coding and tracking of the project files shall be performed by the Consultant.

#### 8.10 Inspection of Work:

The Consultant shall work cooperatively with City's Inspection and Testing contractor to ensure conformance to Plans and Specifications for all roadway, structures and specialty items that are being incorporated into the project; observe, measure and record all quantities for payment; and record field measurements in project records for review by the Department or auditors. The records will be recorded on a standard form (field book) as well as a Pay Item Report (PIR) supplied or defined by the Department and/or on field inspection forms to be submitted to the Department. The Consultant shall also check traffic control daily and additionally as required or requested and notify the contractor of deficiencies or problems immediately; document weekly (or as often as necessary) project traffic control on forms supplied by the Department and distribute as required; inspect daily erosion control items for conformance to the plans as well as effectiveness in the field; notify the contractor of deficiencies; prepare to justify any and all pay quantities in the case of questions by the contractor or Department; and prepare an accurate daily report, consisting of:

- Project Inspection and Testing Contractor's daily diary logs
- Orders given the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, injuries, causes, time, etc.
- Weather, amount of precipitation, temperature, cloudy, clear, etc.
- Any other details that may be important later in the project life
- Claims by the Contractor

The Consultant staff shall have digital cameras for photographic and video documentation of daily events as well as noteworthy incidents to cover the following areas:

- Pre-construction photographs and videos
- Normal and exceptional progress of work
- Critical path activities
- Accidents showing damage
- Unsafe working conditions
- Unusual construction techniques
- Damaged equipment or materials
- Any activity, which may result in claims
- Items failing to comply with the contract specifications

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the City Engineer at an interval determined by the Consultant and the City Engineer. The Consultant shall also file all photographs in the filing system established by the Department.

The taking of the photographs shall begin the day prior to the start of construction and continue daily throughout this project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

PND Engineers, Inc. – 2014 Paving Project Agreement Page 13 of 17

The additional daily, weekly and monthly procedures, including but not limited to the following, shall be performed by the Consultant:

# **Daily Tasks:**

- 1. Review specifications for the day's work.
- 2. Schedule any required testing with the Contractor and testing lab as well as any quality assurance testing required by the Department.
- 3. Write Pay Item Reports (PIRs) for each pay item worked on, including any materials delivered as applicable to the project. Note Subcontractors, equipment, workers, and times.
- 4. Write a daily report for each working day.
- 5. Observe construction operations throughout the day.
- 6. Take photographs of construction activities.
- 7. Collect delivery tickets on all materials delivered to the site verifying that materials meet shop drawing and specification approval.
- 8. Review daily schedule with superintendent for the day's inspection and testing requirements.

# Weekly Tasks:

- 1. Complete a Time Summary Statement.
- 5. Update project issues list.
- 6. Update action item list.
- 7. Update plan revision list.
- 8. Fill out and have Contractor sign weekly Contract Time Statement.
- 9. File Contractor's dailies.
- 10. Update incoming and outgoing correspondence logs.

# **Monthly Tasks:**

- 1. Enter Pay Item Reports (PIRs) into monthly estimate when applicable to the project.
- 2. Meet with Contractor and agree on quantities.
- 3. Maintain all project records in an organized manner inside and electronic folder accessible as appropriate to the Owner, the Contractor, the Inspection Consultant.

# 8.11 Reports:

Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the Department to make timely payment to the Contractor. There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic or paper) will be provided by the Department on a regular basis.

#### **8.12 Project Claims:**

Prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

#### 9.0 PERSONNEL:

#### 9.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in **Exhibit B**.

# 9.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the City Engineer the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education and experience. The Department has the authority to accept or reject all personnel requested by the Consultant. At any time, without cause or notice, the Department can require removal and replacement of the Consultant's personnel.

# 9.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off. Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant may reduce its staff appropriately, with prior written approval from the Department.

# 9.4 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review. Records shall also be kept at the Department's office using Department filing procedures.

#### 10.0 AGREEMENT MANAGEMENT:

#### 10.1 General:

With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for each project. The status report will report on the construction contract days expired, the construction contract days remaining, and the construction money spent and remaining. The report will include the total budget in each Consultant account, the amount of money spent to date, the amount previously spent, the total amount billed to date, and the amount of money remaining.

#### 11.0 SUBCONSULTANT SERVICES:

Upon written approval by the City Engineer and the Department, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

#### 12.0 OTHER SERVICES:

Upon written authorization by the City Engineer, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

PND Engineers, Inc. – 2014 Paving Project Agreement Page 15 of 17

- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

#### 13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, at the written request from the Department, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

#### 14.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of this Agreement, the provisions of the Scope of Services shall apply.

# **Exhibit B**

# **COMPENSATION**

City shall pay Consultant for the services identified in the Scope of Services a **Total Fee not to exceed \$388,094.** Work will be conducted on a Time and Materials, Not-to-Exceed basis for the amounts listed in the proposal from the Engineer dated January 19, 2014.

# CITY OF UNALASKA UNALASKA, ALASKA

#### **RESOLUTION 2014-11**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R&M CONSULTANTS, INC. TO PROVIDE INSPECTION, AND TESTING SERVICES FOR THE 2014 PAVING PROJECTS IN AN AMOUNT NOT TO EXCEED \$344,727

WHEREAS, the City of Unalaska, Alaska has determined that it is necessary to perform Inspection and Testing services for the 2014 Paving Projects; and

WHEREAS, the Paving Projects are components of the approved CMMP; and

WHEREAS, the City of Unalaska solicited a proposal from R&M Consultants, Inc. for the required work; and

WHEREAS, R&M Consultants, Inc. has identified and retained a team of highly qualified professionals to perform the scope of work; and

WHEREAS, the City has negotiated a fair and reasonable price for the services to be provided.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to enter into an agreement with R&M Consultants, Inc. to provide inspection and testing services for the 2014 Paving Projects in an amount not to exceed \$344,727.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS  $11^{\rm TH}$  DAY OF FEBRUARY 2014.

|            | MAYOR |  |  |  |  |
|------------|-------|--|--|--|--|
| ATTEST:    |       |  |  |  |  |
|            |       |  |  |  |  |
|            |       |  |  |  |  |
| CITY CLERK |       |  |  |  |  |

#### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

**THRU:** CHRIS HLADICK, CITY MANAGER

FROM: NANCY PETERSON, DIRECTOR OF PUBLIC WORKS

**DATE:** FEBRUARY 11, 2014

**RE:** RESOLUTION 2014-11 - AUTHORIZING THE CITY MANAGER TO

ENTER INTO AN AGREEMENT WITH R & M CONSULTANTS, INC. FOR INSPECTION AND TESTING SERVICES FOR 2014 PAVING

PROJECTS IN AN AMOUNT NOT TO EXCEED \$344,727.

<u>SUMMARY:</u> The City solicited a proposal from R&M Consultants, Inc. to provide construction inspection and testing services for the various paving projects this summer. R&M has provided a proposal to provide all of the needed services on a time and materials (T&M) basis for an amount not to exceed \$344,727. This contract will be structured in the same manner as last year's contract, which is very similar to the inspection portion of the CEI contracts on our other projects.

**PREVIOUS COUNCIL ACTION:** Council has taken the following actions regarding this project:

- Approved Ordinance 2009-08, on May 26, 2009 adopting the FY2010 budget, authorizing \$6,500,000 funding for Ballyhoo Road Paving. \$1,750,000 was from the 1% Sales Tax and \$5,000,000 was identified as the re-appropriated Position 3 Federal Grant.
- Approved Ordinances in 2009-2012, listing Paving Ballyhoo Road as a Federal Legislative Funding Priority.
- Approved Ordinances in 2011 and 2012, listing Paving Ballyhoo Road as a State Legislative Funding Priority.
- Approved Resolution 2013-05, on January 8, 2013, authorizing the City Manager to enter into an agreement with PND for the Design of the Ballyhoo Road Paving Project.
- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Paving Project and \$900,000 to the 2013 Misc. Paving Projects.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.
- Approved Ordinance 2014-02 on February 11, 2014, amending the 2014 Budget to create the 2014 Paving Project.

**BACKGROUND:** The City awarded a contract to Granite Construction in June 2012 for construction of the 2012 Pavement Resurfacing Project. There were significant deficiencies in the project scope of work and the City negotiated with Granite throughout 2013 to complete the required repairs. A Settlement Agreement was approved by the City Council on December 17<sup>th</sup>, 2013, to resolve the dispute, and the Council has before it this evening a resolution to award the repaving work to Knik Construction Company. The subject resolution allows the City to retain the services of R & M Consultants, Inc., to provide inspection and testing services for the project.

**DISCUSSION:** In order to verify the quality of the installation of the asphalt, and protect the City's investment, significant testing is required to be performed during construction. The City has solicited a cost proposal from R&M Consultants to bring their testing equipment, lab and personnel on-site for all of the 2014 Paving projects. Under this contract, R&M will provide personnel to monitor the construction contract conformance, maintain quantity documentation, and ensure the City receives an outstanding asphalt product. They will also provide a full asphalt lab and perform all testing for asphalt oil content, aggregate gradations, and asphalt pavement densities – all of which are critical components for quality asphalt.

The City contracted with R&M for project inspection on the 2012 Pavement Resurfacing project and 2013 Ballyhoo Road Paving project, as well as on the Powerhouse project, and they did an outstanding job on our behalf. While there were significant problems with the contractor on the 2012 project, it was by no means due to R&M's lack of trying to get the contractor to perform to a higher standard. In fact, R&M's performance on the job put the City in a positive position to hold the contractor accountable for their poor performance.

R&M's test lab and their performance with asphalt testing throughout Alaska come highly recommended from our design engineers and other consultants with whom we work. We had an excellent team in place during last year's project and the same staff will be returning to the project in 2014.

You'll note that both the PND and R&M Proposals refer to Construction Administration (CA) Services...CA is made up of contract administration, testing and inspection. For the Paving project is in the City's best interests to split these Services between PND (Administration) and R&M (Testing and Inspection).

**ALTERNATIVES:** The City could minimize the testing requirements in order to reduce costs. The City could also solicit additional bids for this work. Administration does not recommend either option as being in the best interest of the project.

**FINANCIAL IMPLICATIONS:** This Time and Materials contract for the testing and inspection is for an amount not to exceed \$344,727. Funding is available in the 2014 Paving Projects project.

LEGAL: NA

**STAFF RECOMMENDATION:** DPW staff recommends approving this Contract Award to R&M Consultants, Inc.

**PROPOSED MOTION:** I move to approve Resolution #2014-11

<u>CITY MANAGER'S COMMENTS:</u> The asphalt testing is an essential element relating to the construction contract. I recommend approval of this contract award to R&M Consultants, Inc.

Attachments: 1) R&M Proposal; 2) Draft Contract

# CITY OF UNALASKA

# AGREEMENT FOR CONSTRUCTION INSPECTION AND TESTING SERVICES FOR THE 2014 PAVING PROJECTS

(PROJECT NO. 14103) (CONTRACT NO. 14103-02)

Prepared By:

City of Unalaska, Department of Public Works P.O. Box 610 Unalaska, Alaska 99685 907.581.1260

# AGREEMENT FOR ENGINEERING AND RELATED SERVICES

| THIS AGREEMEN          | IT is e | entered into t | this   |              | , 2 | 2014, | by and | l bet | ween | R  | & N |
|------------------------|---------|----------------|--------|--------------|-----|-------|--------|-------|------|----|-----|
| CONSULTANTS,           | INC.    | (hereinafter   | called | "Engineer"), | and | the   | CITY   | OF    | UNA  | LA | SKA |
| (hereinafter called "C | City"). |                |        |              |     |       |        |       |      |    |     |

#### WITNESSETH THAT:

WHEREAS City desires to engage Engineer to render engineering and related consulting services for the City of Unalaska for the performance of

# CONSTRUCTION INSPECTION AND TESTING SERVICES FOR THE 2014 PAVING PROJECTS

WHEREAS the Engineer represents that it is properly licensed and that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Engineer will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

# 1. <u>Employment of Engineer</u>

Engineer agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule ,and compensation are set out in the attached Exhibits, copies of which is attached hereto and incorporated by reference.

# 2. <u>Performance</u>

Engineer agrees to proceed immediately to perform the work described in the Scope of Services; however, the Engineer is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit B** without the prior written approval of the City.

# 3. Fee

After issuance of a "Notice to Proceed" and receipt of a periodic billing for said services, the City agrees to pay the Engineer as compensation for the services under this Agreement such sums of money as set forth in this Agreement. The amount payable to the Engineer shall not exceed the amount specified without the prior written approval of the City.

City shall pay Engineer for the services identified in the Scope of Services a **Total Fee not to exceed \$344,727.** Work will be conducted on a Time and Materials Not-to-Exceed basis for the amounts listed in Exhibit B.

# 4. <u>Payments</u>

City agrees to make monthly payments to Engineer as services are performed and costs are incurred, provided Engineer submits three (3) copies of a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Engineer. All invoices are otherwise due and payable within thirty (30) days of receipt by City.

# 5. Personnel

Engineer agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned. No person objected to by the City shall be employed by Engineer for work hereunder.

# 6. <u>Independent Contractor Status</u>

In performing under this Agreement, Engineer acts as an independent contractor and shall have responsibility for and control over the details and means for performing the engineering services required hereunder.

# 7. Indemnification

Engineer shall defend and save harmless City or any employee or other representative thereof from and against losses, damages, liabilities, expenses, claims and demands arising out of any negligent act or negligent omission of Engineer while performing under the terms of this contract.

# 8. <u>Assignment</u>

Engineer shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

# 9. Subcontracting

Engineer may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

# 10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the City Engineer or such other person as he may designate in writing. Engineer shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Engineer in connection with this Agreement.

# 11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of ten (10) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Engineer shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Engineer shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Engineer shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

# 12. Ownership and Use of Documents

Engineer agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use, and to authorize others to disclose, reproduce and use such documents for this project. If the documents are used or modified for any other use, all Engineers' seals shall be removed prior to such use.

# 13. Insurance or Other Contract Security Against Liability

- A. During the term of the contract, the Consultant shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.
- B. The Consultant shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City.

- C. Prior to commencement of the work, the Consultant shall furnish certificates to the City, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of deficient evidence does not constitute a waiver of contract requirements.
- D. The Consultant shall furnish the City with certified copies of policies upon request. The minimum coverages and limits required are as follows:
  - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
  - 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
  - 3. Commercial Automobile Liability on all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
  - 4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
  - 5. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$75,000 per claim. The City has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expense.

- F. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Consultant agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the Consultant employs subcontractors to perform any work hereunder, the Consultant agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City. This requirement is applicable to subcontractors of any tier.
- H. The Consultant covenants to maintain all insurance policies or other contract security required in this Agreement for the period of time in which a person may commence a civil action as prescribed by the statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Consultant under this Agreement, whether or not such claim is asserted during the term of this Agreement and even though judicial proceeding may not be commenced until after the expiration of this Agreement.

In order to maintain the same level of professional liability coverage that will exist at the commencement of this Agreement, the Consultant may purchase a Prior Acts Policy of Errors & Omissions Insurance or a Project Specific Policy of Errors & Omissions Insurance.

# 14. Claims Recovery

Claims by City resulting from Engineer's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Engineer for work performed or to be performed. City shall notify Engineer of any such failure, default or damage therefrom as soon as practicable, and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to coordinate documents, design errors or omissions shall be performed by the Engineer without additional compensation.

# 15. Performance Standard

Services performed under this Agreement shall be in accordance with good engineering and design practices and shall comply with all applicable codes and standards.

#### 16. Compliance with Applicable Laws

Engineer shall in the performance of this Agreement comply with all applicable federal, state and local laws, ordinances, order, rules and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Engineer also agrees to comply with all contract

provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Engineer and all subcontractors must comply with state laws related to local hire and prevailing wages.

# 17. Records and Audit

Engineer agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the engineering services of this Agreement relate.

# 18. Reporting of Progress and Inspection

Engineer agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

# 19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Engineer's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

# 20. Duration of Agreement

This agreement is effective for a period of one (1) year from the date first shown above, or until the completion and final closeout of the project, whichever is longer. The agreement may be extended by the mutual written agreement of City and Engineer.

#### 21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Engineer as may be engaged in the performance of this Agreement.

# 22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates and reports prepared by the Engineer. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

# 23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To Engineer:
Paul Hetzel

R&M Consultants, Inc.

9101 Vanguard Drive

Anchorage, AK 99507

To City:
Public Works Director
City of Unalaska
Box 610
Unalaska, AK 99685

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

# 24. <u>Venue/Applicable Law</u>

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

# 25. Attorney's Fees

In the event either party institutes either any suit or action to enforce its right hereunder, the prevailing party either shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

# 26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

#### 27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of and bind the parties and their respective successors.

# 28. Entire Agreement/Modification

This agreement, including Exhibits A-B, and the proposal from the Engineer dated January 21, 2014, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

| ENGINEER:                  | CITY:                      |  |  |
|----------------------------|----------------------------|--|--|
| R&M Consultants, Inc       | City of Unalaska, Alaska   |  |  |
| BY:                        | BY:                        |  |  |
| Lendle C. Story, PLS       | Chris Hladick              |  |  |
| Chief Operating Officer    | City Manager               |  |  |
| R&M Consultants, Inc       | City of Unalaska           |  |  |
| Subscribed and Sworn to    | Subscribed and Sworn to    |  |  |
| Before Me, a Notary Public | Before Me, a Notary Public |  |  |
| in and for the State of    | in and for the State of    |  |  |
| , thisday                  | Alaska, thisday            |  |  |
| of,20                      | of, 20                     |  |  |
|                            |                            |  |  |
| My Commission Expires:     | My Commission Expires:     |  |  |
|                            |                            |  |  |

#### Exhibit A

# SCOPE OF SERVICES CONSTRUCTION INSPECTION AND TESTING SERVICES

#### 1.0 PURPOSE:

This scope of services describes and defines the services, which are required for construction inspection, contract administration and testing for the 2014 PAVING PROJECTS (hereinafter referred to as "the Project"):

#### **2.0 SCOPE:**

The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.

#### 3.0 LENGTH OF SERVICE:

The Consultant services for the Construction Contract shall begin upon written notification to proceed by the Department. The work shall continue until completion and final closeout of the project.

#### **4.0 DEFINITIONS:**

- A. City: City of Unalaska.
- B. Department: The City of Unalaska Department of Public Works.
- C. Public Works Director: The Department employee responsible for execution of the proposed construction activities.
- D. City Engineer: The Department employee assigned to manage the Contract and represent the Department during the performance of the services covered under this Agreement. The Public Works Director shall act in this capacity in the absence of a City Engineer.
- E. Engineer or Architect of Record: The Engineer or Architect noted on the Construction plans as the responsible person for the design and preparation of the plans.
- F. Consultant: The Consulting firm under contract to the Department for Inspection and Testing services.
- G. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of services, and the basis of payment.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Inspection and Testing for the Project.
- I. Contractor: An individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- J. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.

#### 5.0 ITEMS TO BE FURNISHED BY THE DEPARTMENT TO CONSULTANT:

- A. The Department, on as needed basis, will furnish the following Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Special Provisions, and
  - 3. Copy of the Executed Construction Contract.

#### 6.0 ITEMS FURNISHED BY THE CONSULTANT:

#### **6.1 Office Automation:**

The Consultant shall provide computers and software capable of performing the required functions. The Consultant shall use Windows XP Professional, Word, and Excel or latest version available software in order to be compatible with the Department's word processing, scheduling, and spreadsheet software. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times. The Consultant shall provide cell phones to the Project Engineer.

#### 6.2 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall be paid for in accordance with the terms of the agreement.

#### **6.3** Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department, for verification, upon request. Department approval is required for all rental types prior to obtaining the rental agreements.

#### 7.0 LIAISON:

The Consultant shall keep the City Engineer informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the City Engineer in order for the City Engineer to oversee the Consultant's performance. Administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the City Engineer.

#### **8.0 REQUIREMENTS:**

#### 8.1 General:

The Consultant shall provide full time construction inspection and testing during the construction contract including attendance at the pre-construction meeting, site inspection, attendance at regular job meetings, assistance to the Department in any design or contract dispute or interpretation of plans and specifications, monthly payment approval, and final approval of the project.

It shall be the responsibility of the Consultant to monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, conduct asphalt testing, identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

# **8.2 Weekly Progress Meeting:**

The Consultant shall attend a progress meeting every week with Department personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. The discussion should include recent progress, upcoming events in the schedule, and problems associated with the project, requests for information, plan changes, action items, contract time, and will follow the Department's approved agenda.

#### **8.3 Provide Construction Inspection:**

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, approved submittals, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan, and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures.

#### 8.4 Supplemental Agreements/Construction Change:

The Consultant shall notify the City Engineer of any proposed or necessary construction changes; assist the Architect/Engineer to negotiate prices for additional pay items with the contractor; and coordinate acceptance of prices with the City Engineer;

#### 8.5 Quality Assurance and Testing for Acceptance:

The Consultant shall provide or witness all necessary field testing including and not limited to the following: completion of all testing for asphalt oil content, aggregate gradations and asphalt pavement densities, etc., as required by the Contract Documents. The Consultant shall also monitor the testing provided by the contractor, in the field, as defined in the Contract, Plans or Specifications; document testing and distribute forms as required; and monitor documentation of testing by the Contractor. The Consultant shall also perform all quality assurance testing required by the Department.

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, approved shop drawings, etc.

#### **8.6 Inspection of Work:**

The Consultant shall provide inspection services for conformance to Plans and Specifications for all roadway, structures and specialty items that are being incorporated into the project; observe, measure and record all quantities for payment; and record field measurements in project records for review by the Department or auditors. The records will be recorded on a standard form (field book) as well as a Pay Item Report (PIR) supplied or defined by the Department and/or on field inspection forms to be submitted to the Department. The Consultant shall also check traffic control daily and additionally as required or requested and notify the contractor of deficiencies or problems immediately; document weekly (or as often as necessary) project traffic control on forms supplied by the Department and distribute as required; inspect daily erosion control items for conformance to the plans as well as effectiveness in the field; notify the contractor of deficiencies; prepare to justify any and all pay quantities in the case of questions by the contractor or Department; and prepare an accurate daily diary, signed by the inspector, consisting of:

• A record of the Contractors on the project

- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor
- Orders given the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, injuries, causes, time, etc.
- Weather, amount of precipitation, temperature, cloudy, clear, etc.
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life
- Claims by the Contractor

The Consultant staff shall have digital cameras for photographic and video documentation of daily events as well as noteworthy incidents to cover the following areas:

- Pre-construction photographs and videos
- Normal and exceptional progress of work
- Critical path activities
- Accidents showing damage
- Unsafe working conditions
- Unusual construction techniques
- Damaged equipment or materials
- Any activity which may result in claims
- Items failing to comply with the contract specifications

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the City Engineer at an interval determined by the Consultant and the City Engineer. The Consultant shall also file all photographs in the filing system established by the Department.

The taking of the photographs shall begin the day prior to the start of construction and continue daily throughout this project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

The additional daily and monthly procedures, including but not limited to the following, shall be performed by the Consultant:

# **Daily Tasks:**

- 1. Review specifications for the day's work.
- 2. Schedule any required testing with the Contractor and testing lab as well as any quality assurance testing required by the Department.
- 3. Write Pay Item Reports (PIRs) for each pay item worked on, including any materials delivered as applicable to the project. Note Subcontractors, equipment, workers, and times.
- 4. Write a daily inspection report for each working day.
- 5. Observe all construction operations throughout the day.
- 6. Keep a project diary in a field book (completed by Project Engineer), summarizing all work completed for the week as well as all project related issues and concerns.
- 7. Take photographs of construction activities.
- 8. Review daily schedule with superintendent for the day's inspection and testing requirements.

# **Monthly Tasks:**

- 1. Enter Pay Item Reports (PIRs) into monthly estimate when applicable to the project.
- 2. Meet with Contractor and agree on quantities.
- 3. File Timesheets for each Inspector and Project Engineer.

#### 8.7 Reports:

Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the Department to make timely payment to the Contractor.

#### 8.8 Project Claims:

Prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

#### 9.0 PERSONNEL:

# 9.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in **Exhibit B**.

#### 9.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the City Engineer the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education and experience. The Department has the authority to accept or reject all personnel requested by the Consultant. At any time, without cause or notice, the Department can require removal and replacement of the Consultant's personnel.

# 9.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate level of staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off. Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant may reduce its staff appropriately, with prior written approval from the Department.

# 9.4 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review. Records shall also be kept at the Department's office using Department filing procedures.

#### 10.0 AGREEMENT MANAGEMENT:

#### 10.1 General:

With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for each project. The status report will report on the construction contract days expired, the construction contract days remaining, and the construction money spent and remaining. The report will include the total budget in each Consultant account, the amount of money spent to date, the amount previously spent, the total amount billed to date, and the amount of money remaining.

#### 11.0 SUBCONSULTANT SERVICES:

Upon written approval by the City Engineer and the Department, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

#### 12.0 OTHER SERVICES:

Upon written authorization by the City Engineer, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

#### 13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, at the written request from the Department, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

#### 14.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of this Agreement, the provisions of the Scope of Services shall apply.

# Exhibit B

# **COMPENSATION**

City shall pay Consultant for the services identified in the Scope of Services a **Total Fee not to exceed \$344,727.** Work will be conducted on a Time and Materials, Not-to-Exceed basis for the amounts listed in the proposal from the Engineer dated January 21, 2014.

# CITY OF UNALASKA UNALASKA, ALASKA

# **RESOLUTION 2014-13**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA, AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE CONSTRUCTION OF ADDITIVE ALTERNATE NUMBERS 4, 5, 6 AND 7 FROM THE MAY 22, "2013 BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS" BID IN THE AMOUNT OF \$1,548,785.

WHEREAS, the City of Unalaska, Alaska solicited bids for the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects in May 2013; and

WHEREAS, the following Additive Alternates were not awarded for construction at that time:

Additive Alternate 4 – City Hall Parking Lot

Additive Alternate 5 – Library Parking Lot

Additive Alternate 6 – Unalaska Community Park Trail

Additive Alternate 7 – Unalaska High School Parking Lot; and

WHEREAS, the City of Unalaska, Alaska has determined that it is in the best interests of the community to pave Additive Alternates 4-7 in 2014; and

WHEREAS, the City of Unalaska entered into a construction Agreement with Knik Construction, Inc. for the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects on June 11, 2013; and

WHEREAS the City has negotiated a fair and reasonable price for the parking lots and trail work based on the 2013 Ballyhoo Road bid prices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects agreement with Knik Construction, Inc. to include the repaving of the City Hall parking lot, the Library parking lot, the High School parking lot, and the Unalaska Community Park Trail in the amount of \$1,548,785.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11<sup>TH</sup> DAY OF FEBRUARY 2014.

| ATTEST:    | MAYOR |  |
|------------|-------|--|
|            |       |  |
| CITY CLERK |       |  |

#### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

**THRU:** CHRIS HLADICK, CITY MANAGER

**FROM** NANCY PETERSON, DPW DIRECTOR

**DATE:** FEBRUARY 11, 2014

**RE:** APPROVAL OF RESOLUTION 2014-13, AUTHORIZING THE CITY

MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE THE CONSTRUCTION OF ADDITIVE ALTERNATE NUMBERS 4, 5, 6 AND 7 FROM THE MAY 22, "2013 BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING

PROJECTS" BID IN THE AMOUNT OF \$1,548,785.

**SUMMARY:** Resolution 2014-13 will authorize the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects agreement with Knik Construction Company, Inc. to include the repaving of the City Hall Parking Lot, the Library Parking Lot, the High School Parking Lot, and the Unalaska Community Park Trail in the amount of \$1,548,785.

**PREVIOUS COUNCIL ACTION:** Council has taken the following actions in regards to this project:

- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Paving Project and funding the 2013 Misc. Paving Project in the amount of \$900,000.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.
- Approved Ordinance 2014-02 on February 11, 2014, amending the 2014 Budget to create the 2014 Paving Project.

**BACKGROUND:** The City awarded a contract to Granite Construction in June 2012 for construction of the 2012 Pavement Resurfacing Project. There were significant deficiencies in the project scope of work and the City negotiated with Granite throughout 2013 to complete the required repairs. A Settlement Agreement was approved by the City Council on December 17, 2013, to resolve the dispute.

**<u>DISCUSSION:</u>** Knik will pave Henry Swanson Drive, the Airport Parking Lot and perform the Resurfacing of Airport Beach Road/East Broadway this summer. The City has additional

roads and parking lots that are in need of repair/replacement and funding has been transferred to a 2014 Paving project to complete this additional work. The scope of work includes:

City Hall Parking Lot (Additive Alternate 4 from 2013 bid) Library Parking Lot (Additive Alternate 5 from 2013 bid) Unalaska Community Park Trail (Additive Alternate 6 from 2013 bid) Unalaska High School Parking Lot (Additive Alternate 7 from 2013 bid)

Knik will honor their bid prices from the 2013 bid for the parking lots and trail.

This resolution will amend the Ballyhoo Road and 2013 Miscellaneous Paving project agreement with Knik to include the Parking Lots/Trail.

The funding for the work will come from the "2014 Paving Project", created from Budget Amendment 6, if approved at tonight's meeting.

Knik did a good job on the Ballyhoo Road project this past summer. They were very conscientious, and had an experienced Project Superintendent as well as a highly qualified crew to perform the work.

**ALTERNATIVES:** The City Council could choose to solicit additional bids for the work.

**FINANCIAL IMPLICATIONS:** The cost for the work is \$1,548,785. Funding is available in the 2014 Paving project (\$4,800,000)

**LEGAL:** N/A

**STAFF RECOMMENDATION:** The Public Works Department recommends approval of this contract amendment.

**PROPOSED MOTION:** I move to approve Resolution #2014-13.

<u>CITY MANAGER'S COMMENTS</u>: I recommend approval of this contract to complete the additional paving as outlined.

ATTACHMENTS: 1) Draft Addendum No. 2

2) Bid Tab – Ballyhoo Road Paving and 2013 Misc. Paving Project

# ADDENDUM NO. 2 TO STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR FOR THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS

| THIS ADDENDUM NO. 2 is dated     | as of the        | day of         |               | _ in | the  |
|----------------------------------|------------------|----------------|---------------|------|------|
| year 2014, by and between the Ci | ty of Unalaska   | (hereinafter o | called OWNER) | and  | Knik |
| Construction Company, Inc. (here | inafter called C | ONTRACTOR      | ₹).           |      |      |

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree to amend that certain Standard Form of Agreement between the Owner and CONTRACTOR as follows:

#### Article 1. WORK

The scope of the construction work shall be amended to include Additive Alternates # 4, 5, 6, and 7 from the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects bid dated May 22, 2013 with City contingencies for price adjustments included.

The list of Contract Documents shall be amended to include:

Addendum No. 2 to the Standard Form of Agreement

# **Article 2. TIME**

The Substantial Completion Date and the Final Completion Date for Additive Alternates 4, 5, 6 and 7 shall be as follows:

Substantial Completion – August 31, 2014 Final Completion – September 30, 2014

#### **Article 3. CONTRACT PRICE**

A new paragraph 3.4 is added to read as follows:

3.3 The Contract Sum for Additive Alternates 4, 5, 6 and 7 shall be\$1,548,785

**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                                | , 2014.   |
|--|---|
| CITY OF UNALASKA   | KNIK CONSTRUCTION COMPANY, INC.   |
| By<br>Chris Hladick, City Manager                                  | By  |
| (CORPORATE SEAL)   | (CORPORATE SEAL)  |
| AttestCity Clerk   | Attest  |
| Address for giving notices<br>PO Box 610<br>Unalaska, Alaska 99685 | Address for giving notices<br>6400 South Airpark Place, Suite #1<br>Anchorage, AK 99502 |

### Base Bid - Ballyhoo Road Paving

| Mam Ma   | Const No  | Name of them  | 1111 | 0         | Е    | Engineer's | Estimate     | Bid #1       | - Granite    | Bid #      | 2 - Knik      | Bi        | d #3 - | В         | id #4 - | Bi        | id #5 - |
|----------|-----------|---|------|-----------|------|------------|--------------|--------------|--------------|------------|---------------|-----------|--------|-----------|---------|-----------|---------|
| Item No. | Spec. No. | Name of Item  | Unit | Quantity  | Uni  | it Cost    | Amount       | Unit Cost    | Amount       | Unit Cost  | Amount        | Unit Cost | Amount | Unit Cost | Amount  | Unit Cost | Amount  |
| 1        | 202(2)    | Removal of Pavement   | LS   | All Req'd | \$   | 10,000     | \$ 10,000    | \$ 25,000    | \$ 25,000    | \$ 50,000  | \$ 50,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 2        | 202(4)    | Removal of Culvert Pipe   | LF   | 360       | \$   | 15         | \$ 5,400     | \$ 70        | \$ 25,200    | \$ 46      | \$ 16,560     |           | \$ -   |           | \$ -    |           | \$ -    |
| 3        | 202(8)    | Removal of Inlet  | EA   | 5         | \$   | 500        | \$ 2,500     | \$ 500       | \$ 2,500     | \$ 350     | \$ 1,750      |           | \$ -   |           | \$ -    |           | \$ -    |
| 4        | 202(15)   | Pavement Planing  | SY   | 2,350     | \$   | 6          | \$ 14,100    | \$ 15        | \$ 35,250    | \$ 5       |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 5        | 202(16)   | Removal of Concrete Bunker                                      | EA   | 1         | \$   | 10,000     | \$ 10,000    | \$ 12,500    | \$ 12,500    | \$ 25,000  | \$ 25,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 6        | 202(17)   | Removal of Concrete Apron                                       | SY   | 1,000     | \$   | 10         | \$ 10,000    | \$ 50        | \$ 50,000    | \$ 20      | \$ 20,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 7        | 203(3)    | Unclassified Excavation   | CY   | 12,000    | \$   | 20         | \$ 240,000   | \$ 60        | \$ 720,000   | \$ 20      | \$ 240,000    | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 8        | 301(1)    | Aggregate Base Course, D-1                                      | TON  | 14,000    | \$   | 50         | \$ 700,000   | \$ 75        | \$ 1,050,000 | \$ 35      | \$ 490,000    | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 9        | 304(1)    | Subbase, Grading B  | TON  | 5,500     | \$   | 50         | \$ 275,000   | \$ 50        | \$ 275,000   | \$ 30      | \$ 165,000    |           | \$ -   |           | \$ -    |           | \$ -    |
| 10       | 401(1a)   | Asphalt Pavement, Type II; Class A                              | TON  | 12,500    | \$   | 130        | \$ 1,625,000 | \$ 200       | \$ 2,500,000 | \$ 110     | \$ 1,375,000  | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 11       | 401(1b)   | Asphalt Pavement, Type IV; Class B                              | TON  | 300       | \$   | 130        | \$ 39,000    | \$ 300       | \$ 90,000    | \$ 150     | \$ 45,000     | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 12       | 401(2)    | Asphalt Cement, PG 52-34  | TON  | 850       | \$   | 1,200      | \$ 1,020,000 | \$ 1,000     | \$ 850,000   | \$ 1,150   | \$ 977,500    | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 13       | 401(6)    | Asphalt Price Adjustment  | CS   | All Reg'd | \$   | 150,000    | \$ 150,000   | \$ 150,000   | \$ 150,000   | \$ 150,000 | \$ 150,000    |           | \$ -   |           | \$ -    |           | \$ -    |
| 14       | 401(9)    | Longitudinal Joint Adhesive and Sealant                         | LS   | All Reg'd | \$   | 40,000     | \$ 40,000    | \$ 50,000    | \$ 50,000    | \$ 25,000  | \$ 25,000     | İ         | \$ -   |           | \$ -    |           | \$ -    |
| 15       | 401(10)   | Asphalt Material Price Adjustment - Unit Price                  | CS   | All Reg'd | \$   | 10,000     | \$ 10,000    | \$ 10,000    | \$ 10,000    | \$ 10,000  | \$ 10,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 16       | 402(1)    | STE-1 Asphalt for Tack Coat                                     | TON  | 15        | \$   | 1,300      | \$ 19,500    | \$ 2,000     | \$ 30,000    | \$ 1,350   | \$ 20,250     |           | \$ -   |           | \$ -    |           | \$ -    |
| 17       |           | Rumble Strips   | LF   | 5,000     | \$   | 5          | \$ 25,000    | \$ 10        | \$ 50,000    | \$ 10      | \$ 50,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 18       | 508(1A)   | Waterproofing Membrane, South Channel Bridge                    | LS   | All Reg'd | \$   | 100,000    | \$ 100,000   | \$ 50,000    | \$ 50,000    | \$ 35,000  | \$ 35,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 19       | 603(21)   | 24" Corrugated Polyethylene Pipe                                | LF   | 350       | \$   | 65         | \$ 22,750    | \$ 300       |              |            | \$ 77,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 20       |           | Adjust Existing Manhole   | EA   | 23        | \$   | 2,000      |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 21       | 604(5)    | Inlet, Type 1   | EA   | 5         | \$   | 3,000      | \$ 15.000    | \$ 12,500    | \$ 62,500    | \$ 3.200   | \$ 16.000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 22       |           | Adjust Existing Inlet   | EA   | 8         | \$   | 2.000      |              |              |              | \$ 500     | \$ 4.000      |           | \$ -   |           | \$ -    |           | \$ -    |
| 23       | 604(9)    | Adjust Sewer Cleanouts  | EA   | 19        | \$   | 3,500      | \$ 66,500    | \$ 4,000     | \$ 76,000    | \$ 2,150   | \$ 40,850     |           | \$ -   |           | \$ -    |           | \$ -    |
| 24       | 609(1)    | Curb & Gutter, Type 1   | LF   | 700       | \$   | 65         |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 25       |           | Standard Sign   | EA   | 21        | \$   | 350        |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 26       | 627(6)    | Fire Hydrant Relocation   | EA   | 1         | \$   | 5,000      |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 27       | 627(10)   | Adjustment of Valve Box   | EA   | 34        | \$   | 1,500      | \$ 51,000    | \$ 1,200     | \$ 40.800    | \$ 175     | \$ 5.950      |           | \$ -   |           | \$ -    |           | \$ -    |
| 28       |           | Geogrid   | SY   | 34,000    | \$   | 5          |              |              | \$ 204,000   | \$ 5       | \$ 170,000    |           | \$ -   |           | \$ -    |           | \$ -    |
| 29       |           | Public Approach   | EA   | ,         | \$   | 2,500      |              | •            |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 30       |           | Driveway  | EA   |           | \$   | 2,000      |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 31       |           | Mobilization and Demobilization                                 | LS   | All Reg'd | \$ 6 | 650,000    |              | \$ 1,000,000 |              | \$ 340,000 | \$ 340,000    |           | \$ -   |           | \$ -    |           | \$ -    |
| 32       | . ,       | Erosion, Sediment, and Pollution Control Administration         |      | All Rea'd | _    | 15.000     |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 33       | - ( )     | Temporary Erosion, Sediment, and Pollution Control              |      | All Reg'd |      | 30,000     |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 34       |           | Temporary Erosion, Sediment, and Pollution Control by Directive |      | All Reg'd |      | 10,000     |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 35       | . ,       | Construction Surveying  |      | All Reg'd |      | 100,000    |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 36       |           | Traffic Maintenance   |      | All Rea'd |      | 300.000    |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 37       |           | Traffic Price Adjustment  | CS   | All Reg'd | \$   | -          | \$ -         | \$ -         | \$ -         | \$ -       | \$ -          |           | \$ -   |           | \$ -    |           | \$ -    |
| 38       | . ,       | Field Laboratory  |      | All Reg'd | _    | 20,000     |              | •            |              | \$ 10,000  | \$ 10,000     |           | \$ -   |           | \$ -    |           | \$ -    |
| 39       |           | CPM Scheduling  |      | All Reg'd |      | 5,000      |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 40       |           | Dozer, 65 HP Min  | HR   |           | \$   | 250        |              |              |              |            |               |           | \$ -   |           | \$ -    | 1         | \$ -    |
| 41       | - ( )     | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR   |           | \$   | 250        |              |              |              |            | , , , , , , , |           | \$ -   |           | \$ -    | 1         | \$ -    |
| 42       | - (-/     | LED Roadway Lighting Complete                                   |      | All Reg'd | т    | 750,000    | , , , , , ,  |              | ,            |            | ,             |           | \$ -   |           | \$ -    | 1         | \$ -    |
| 43       |           | Power Distribution - Demolition and Remodel                     |      | All Reg'd | _    | 200,000    |              |              |              |            |               |           | \$ -   |           | \$ -    |           | \$ -    |
| 44       |           | Painted Traffic Markings  |      | All Reg'd |      | 50.000     |              |              |              | \$ 60.000  |               |           | \$ -   |           | \$ -    |           | \$ -    |
| TOTAL B  | . ,       | ,   | ,    |           | Ŧ    | ,          | \$ 6,922,600 |              | \$ 8,726,250 | , 30,000   | \$ 5,508,340  |           | \$ -   |           | \$ -    |           | \$ -    |



### Additive Alternate #1A - UMC Backreach Paving - Phase 1

| Item No. | Snoo No      | Name of Item  | Hnit | Quantity  | E   | ngineer's | Estimate   | Bid #1    | - Granite |     | Bid #2    | 2 - Knik   | В         | id #3 - | Bi        | d #4 - |           | Bid #5 - | -     |
|----------|--------------|---|------|-----------|-----|-----------|------------|-----------|-----------|-----|-----------|------------|-----------|---------|-----------|--------|-----------|----------|-------|
| item No. | Spec. No.    | name of item  | Unit | Quantity  | Uni | it Cost   | Amount     | Unit Cost | Amount    |     | Unit Cost | Amount     | Unit Cost | Amount  | Unit Cost | Amour  | t Unit Co | st A     | mount |
| 1        | 203(3)       | Unclassified Excavation   | CY   | 1,050     | \$  | 20        | \$ 21,000  | \$ 60     | \$ 63,0   | 000 | \$ 25     | \$ 26,250  |           | \$ -    |           | \$     | -         | \$       |       |
| 2        | 301(1)       | Aggregate Base Course, D-1                                      | TON  | 1,050     | \$  | 50        | \$ 52,500  | \$ 75     | \$ 78,7   | '50 | \$ 45     | \$ 47,250  |           | \$ -    |           | \$     | -         | \$       | -     |
| 3        | 401(1a)      | Asphalt Pavement, Type II; Class A                              | TON  | 450       | \$  | 175       | \$ 78,750  | \$ 300    | \$ 135,0  | 000 | \$ 175    | \$ 78,750  |           | \$ -    |           | \$     | -         | \$       | -     |
| 4        | 401(2)       | Asphalt Cement, PG 52-34  | TON  | 30        | \$  | 1,200     | \$ 36,000  | \$ 1,000  | \$ 30,0   | 000 | \$ 1,200  | \$ 36,000  |           | \$ -    |           | \$     | -         | \$       | -     |
| 5        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         | LS   | All Req'd | \$  | 1,500     | \$ 1,500   | \$ 2,500  | \$ 2,5    | 500 | \$ 1,200  |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 6        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  |      | All Req'd | \$  | 1,000     | \$ 1,000   |           |           | 000 | \$ 1,000  |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 7        | 402(1)       | STE-1 Asphalt for Tack Coat                                     | TON  | 0.30      | \$  | 1,300     | \$ 390     | \$ 2,000  | \$ 6      | 00  | \$ 2,000  |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 8        | 501(1)       | Class A Concrete  | CY   | 60        | \$  | 1,000     |            |           |           |     |           |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 9        | 634(1)       | Geogrid   | SY   | 1,550     | \$  | 5         | \$ 7,750   |           |           | 300 | \$ 5      | + .,       |           | \$ -    |           | \$     | -         | \$       |       |
| 10       | 640(1)       | Mobilization and Demobilization                                 | LS   | All Req'd | \$  | 30,000    | \$ 30,000  | \$ 25,000 | \$ 25,0   | 000 | \$ 50,000 | \$ 50,000  |           | \$ -    |           | \$     | -         | \$       | -     |
| 11       | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | LS   | All Req'd | \$  | 2,000     |            |           |           | 500 |           |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 12       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              | LS   | All Req'd | \$  | 5,000     | \$ 5,000   | \$ 10,000 | \$ 10,0   | 000 | \$ 1,500  | \$ 1,500   |           | \$ -    |           | \$     | -         | \$       |       |
| 13       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS   | All Req'd | \$  | 1,000     |            |           |           | 000 |           |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 14       | 642(1)       | Construction Surveying  | LS   | All Req'd | \$  | 10,000    |            |           |           | 000 |           |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 15       | 643(2)       | Traffic Maintenance   | LS   | All Req'd | \$  | 20,000    | \$ 20,000  | \$ 50,000 | \$ 50,0   | 000 | \$ 3,000  | \$ 3,000   |           | \$ -    |           | \$     | -         | \$       | -     |
| 16       | 643(23)      | Traffic Price Adjustment  |      | All Req'd |     | -         | *          | \$ -      | Ψ         | -   | \$ -      | \$ -       |           | \$ -    |           | \$     | -         | \$       | -     |
| 17       | 644(2)       | Field Laboratory  | LS   | All Req'd | \$  | 2,000     | \$ 2,000   | \$ 1,500  | \$ 1,5    | 500 | \$ 3,000  | \$ 3,000   |           | \$ -    |           | \$     | -         | \$       |       |
| 18       | 646(1)       | CPM Scheduling  | LS   | All Req'd | \$  | 1,000     | \$ 1,000   | \$ 1,000  | \$ 1,0    | 000 | \$ 2,000  | \$ 2,000   |           | \$ -    |           | \$     | -         | \$       | -     |
| 19       | 647(2)       | Dozer, 65 HP Min  | HR   | 10        | \$  | 250       |            |           |           | 300 |           |            |           | \$ -    |           | \$     | -         | \$       | -     |
| 20       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR   | 10        | \$  | 250       | \$ 2,500   | \$ 150    | \$ 1,5    | 500 | \$ 290    | \$ 2,900   |           | \$ -    |           | \$     | -         | \$       | -     |
|          |              |   |      |           |     |           |            |           |           |     | •         |            |           | _       |           | _      |           |          |       |
| TOTAL A  | dditive Alte | rnate #1A   |      |           |     |           | \$ 334,890 |           | \$ 538,9  | 50  |           | \$ 363,900 |           | \$ -    |           | \$     | -         | \$       | -     |

# Additive Alternate #1B - UMC Backreach Paving - Phase 1 (Middle Driveway)

| Item No. | Spec. No.    | Name of Item  | Hnit | Quantity  |    | Engineer's | Estimate   | Bid #1    | - Granite  |    | Bid #2 -  | Knik    | Bi        | d #3 - | Bi        | d #4 - | Bi        | d #5 - |       |
|----------|--------------|---|------|-----------|----|------------|------------|-----------|------------|----|-----------|---------|-----------|--------|-----------|--------|-----------|--------|-------|
| item NO. | Spec. No.    | Name of item  | Unit | Quantity  | Ur | nit Cost   | Amount     | Unit Cost | Amount     | U  | Jnit Cost | Amount  | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Am     | nount |
| 1        | 203(3)       | Unclassified Excavation   | CY   | 375       | \$ | 20         | \$ 7,500   |           |            | \$ | 25 \$     |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 2        | 301(1)       | Aggregate Base Course, D-1                                      | TON  | 370       | \$ | 50         | \$ 18,500  | \$ 75     | \$ 27,750  | \$ | 35 \$     | 12,950  |           | \$ -   |           | \$ -   |           | \$     | -     |
| 3        | 401(1a)      | Asphalt Pavement, Type II; Class A                              | TON  | 150       | \$ | 175        | \$ 26,250  | \$ 300    | \$ 45,000  | \$ | 175 \$    | 26,250  |           | \$ -   |           | \$ -   |           | \$     | -     |
| 4        | 401(2)       | Asphalt Cement, PG 52-34  | TON  | 10        | \$ | 1,200      | \$ 12,000  |           |            | \$ | 1,200 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 5        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         | LS   | All Req'd | \$ | 5,000      | \$ 5,000   | \$ 2,500  | \$ 2,500   | \$ | 2,000 \$  | 2,000   |           | \$ -   |           | \$ -   |           | \$     | -     |
| 6        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS   |           | \$ | 500        | \$ 500     |           |            |    | 500 \$    |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 7        | 402(1)       | STE-1 Asphalt for Tack Coat                                     | TON  | 0.10      | \$ | 1,300      |            |           |            |    | 1,300 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 8        | 501(1)       | Class A Concrete  | CY   | 40        | \$ | 1,500      | \$ 60,000  |           |            |    | 1,500 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 9        | 634(1)       | Geogrid   | SY   | 555       | \$ | 5          | <u> </u>   |           | 7 7,000    |    | 5 \$      | 2,775   |           | \$ -   |           | \$ -   |           | \$     |       |
| 10       | 640(1)       | Mobilization and Demobilization                                 |      | All Req'd |    | 30,000     |            |           | \$ 25,000  |    | 40,000 \$ |         |           | \$ -   |           | \$ -   |           | \$     |       |
| 11       | 641(1)       | Erosion, Sediment, and Pollution Control Administration         |      | All Req'd |    | 2,000      |            |           | \$ 2,500   |    | 500 \$    | 500     |           | \$ -   |           | \$ -   |           | \$     | -     |
| 12       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              |      | All Req'd |    | 5,000      |            |           |            |    | 2,500 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 13       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS   | All Req'd | \$ | 500        | •          | •         |            | _  | 500 \$    | 500     |           | \$ -   |           | \$ -   |           | \$     | -     |
| 14       | 642(1)       | Construction Surveying  | LS   | All Req'd | \$ | 10,000     | \$ 10,000  |           |            |    | 6,000 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 15       | 643(2)       | Traffic Maintenance   |      | All Req'd |    | 20,000     | \$ 20,000  | \$ 50,000 | \$ 50,000  |    | 3,000 \$  | 3,000   |           | \$ -   |           | \$ -   |           | \$     |       |
| 16       | 643(23)      | Traffic Price Adjustment  |      | All Req'd |    | -          | \$ -       | \$ -      | \$ -       | \$ | - \$      | -       |           | \$ -   |           | \$ -   |           | \$     | -     |
| 17       | 644(2)       | Field Laboratory  |      | All Req'd |    | 2,000      | \$ 2,000   | \$ 1,500  | \$ 1,500   | \$ | 2,000 \$  |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 18       | 646(1)       | CPM Scheduling  |      | All Req'd | \$ | 1,000      |            |           | \$ 1,000   |    | 1,000 \$  | 1,000   |           | \$ -   |           | \$ -   |           | \$     |       |
| 19       | 647(2)       | Dozer, 65 HP Min  | HR   | 5         | \$ | 250        | \$ 1,250   |           |            |    | 220 \$    |         |           | \$ -   |           | \$ -   |           | \$     | -     |
| 20       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR   | 5         | \$ | 250        | \$ 1,250   | \$ 150    | \$ 750     | \$ | 290 \$    | 1,450   |           | \$ -   |           | \$ -   |           | \$     | -     |
|          |              |   |      |           |    |            |            |           |            |    |           |         |           |        |           |        |           |        |       |
| TOTAL A  | dditive Alte | ernate #1B  |      |           |    |            | \$ 205,655 |           | \$ 288,680 |    | \$        | 184,030 |           | \$ -   |           | \$ -   |           | \$     | -     |



# Additive Alternate #2 - Henry Swanson Drive Paving

| Item No. | Spec. No.    | Name of Item  | l Ini4 | Quantity  |    | Engineer's | Estimate     | Bid #1     | - Granite   |       | Bid #2 -   | Knik      | Bid       | #3 -   | Bio       | d #4 - | Bio       | d #5 - |
|----------|--------------|---|--------|-----------|----|------------|--------------|------------|-------------|-------|------------|-----------|-----------|--------|-----------|--------|-----------|--------|
| item No. | Spec. No.    | Name or item  | Unit   | Quantity  | Ur | nit Cost   | Amount       | Unit Cost  | Amount      |       | Unit Cost  | Amount    | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Amount |
| 1        | 202(2)       | Removal of Pavement   | LS     | All Req'd | \$ | 2,500      | \$ 2,500     | \$ 1,500   | \$ 1,50     | 00 \$ | 1,000 \$   | 1,000     | \$        | -      |           | \$ -   |           | \$ -   |
| 2        | 203(3)       | Unclassified Excavation   | CY     | 1,800     | \$ | 30         | \$ 54,000    | \$ 60      | \$ 108,00   | 00 \$ | 20 \$      | 36,000    | \$        | -      |           | \$ -   |           | \$ -   |
| 3        | 301(1)       | Aggregate Base Course, D-1                                      | TON    | 6,300     | \$ | 50         | \$ 315,000   | \$ 75      | \$ 472,50   | 00 \$ | 45 \$      | 283,500   | \$        | -      |           | \$ -   |           | \$ -   |
| 4        | 401(1a)      | Asphalt Pavement, Type II; Class A                              | TON    | 3,900     | \$ | 175        | \$ 682,500   | \$ 200     | \$ 780,00   | 00 \$ | 145 \$     | 565,500   | \$        | -      |           | \$ -   |           | \$ -   |
| 5        | 401(2)       | Asphalt Cement, PG 52-34  | TON    | 260       | \$ | 1,200      | \$ 312,000   | \$ 1,000   | \$ 260,00   | 00 \$ | 1,200 \$   | 312,000   | \$        | -      |           | \$ -   |           | \$ -   |
| 6        | 401(6)       | Asphalt Price Adjustment  | CS     | All Req'd | \$ | 40,000     | \$ 40,000    | \$ 40,000  | \$ 40,00    | 00 \$ | 40,000 \$  | 40,000    | \$        | -      |           | \$ -   |           | \$ -   |
| 7        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         | LS     | All Req'd | \$ | 15,000     | \$ 15,000    | \$ 30,000  | \$ 30,00    | 00 \$ | 10,000 \$  | 10,000    | \$        | -      |           | \$ -   |           | \$ -   |
| 8        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS     | All Req'd | \$ | 3,000      | \$ 3,000     | \$ 3,000   | \$ 3,00     | 00 \$ | 3,000 \$   | 3,000     | \$        | -      |           | \$ -   |           | \$ -   |
| 9        | 402(1)       | STE-1 Asphalt for Tack Coat                                     | TON    | 15        | \$ | 1,250      | \$ 18,750    | \$ 2,000   | \$ 30,00    | 00 \$ | 1,300 \$   | 19,500    | \$        | -      |           | \$ -   |           | \$ -   |
| 10       | 406(1)       | Rumble Strips   | LF     | 1,250     | \$ | 5          | \$ 6,250     | \$ 10      | \$ 12,50    | 00 \$ | 10 \$      | 12,500    | \$        | -      |           | \$ -   |           | \$ -   |
| 11       | 501(1)       | Class A Concrete  | LS     | All Req'd | \$ | 60,000     | \$ 60,000    | \$ 50,000  | \$ 50,00    | 00 \$ | 33,000 \$  | 33,000    | \$        | -      |           | \$ -   |           | \$ -   |
| 12       | 604(4)       | Adjust Existing Manhole   | EA     | 13        | \$ | 2,000      | \$ 26,000    | \$ 4,000   | \$ 52,00    | 0 \$  | 1,000 \$   | 13,000    | \$        | -      |           | \$ -   | İ         | \$ -   |
| 13       | 604(5)       | Inlet, Type 1   | EA     | 4         | \$ | 3,000      | \$ 12,000    | \$ 1,000   | \$ 4,00     | 00 \$ | 2,000 \$   | 8,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 14       | 604(9)       | Adjust Sewer Cleanouts  | EA     | 3         | \$ | 3,500      | \$ 10,500    | \$ 4,000   | \$ 12,00    | 0 \$  | 1,000 \$   | 3,000     | \$        | -      |           | \$ -   |           | \$ -   |
| 15       | 609(2)       | Curb and Gutter, Type 1   | LF     | 1,425     | \$ | 65         | \$ 92,625    | \$ 120     | \$ 171,00   | 0 \$  | 82 \$      | 116,850   | \$        | -      |           | \$ -   | İ         | \$ -   |
| 16       | 611(3)       | Relocate Boulders   | LS     | All Reg'd | \$ | 10,000     | \$ 10,000    | \$ 5,000   | \$ 5,00     | 0 \$  | 5,000 \$   | 5,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 17       | 615(1)       | Standard Sign   | EA     | 9         | \$ | 350        | \$ 3,150     | \$ 1,500   | \$ 13,50    | 0 \$  | 400 \$     | 3,600     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 18       | 615(2)       | Remove and Relocate Existing Sign                               | EA     | 1         | \$ | 425        | \$ 425       | \$ 1,000   | \$ 1,00     | 0 \$  | 250 \$     | 250       | \$        | -      |           | \$ -   | İ         | \$ -   |
| 19       | 627(6)       | Fire Hydrant Relocation   | EA     | 1         | \$ | 5,000      | \$ 5,000     | \$ 25,000  | \$ 25,00    | 00 \$ | 4,000 \$   | 4,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 20       | 627(10)      | Adjusmtent of Valve Box   | EA     | 9         | \$ | 1,500      | \$ 13,500    | \$ 1,200   | \$ 10,80    | 0 \$  | 1,000 \$   | 9,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 21       | 627(11)      | Adjust Water Service Marker                                     | EA     | 16        | \$ | 1,000      | \$ 16,000    | \$ 500     | \$ 8,00     | 0 \$  | 350 \$     | 5,600     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 22       | 639(3)       | Public Approach   | EA     | 1         | \$ | 2,500      | \$ 2,500     | \$ 3,500   | \$ 3,50     | 0 \$  | 1,200 \$   | 1,200     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 23       | 640(1)       | Mobilization and Demobilization                                 | LS     | All Reg'd | \$ | 200,000    | \$ 200,000   | \$ 100,000 | \$ 100,00   | 0 \$  | 190,000 \$ | 190,000   | \$        | -      |           | \$ -   |           | \$ -   |
| 24       | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | LS     | All Reg'd | \$ | 7,500      | \$ 7,500     | \$ 5,000   | \$ 5,00     | 0 \$  | 1,000 \$   | 1,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 25       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              | LS     | All Reg'd | \$ | 15,000     | \$ 15,000    | \$ 25,000  | \$ 25,00    | 00 \$ | 3,000 \$   | 3,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 26       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS     | All Reg'd | \$ | 5,000      | \$ 5,000     | \$ 5,000   | \$ 5,00     | 0 \$  | 5,000 \$   | 5,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 27       | 642(1)       | Construction Surveying  | LS     | All Req'd | \$ | 25,000     | \$ 25,000    | \$ 10,000  | \$ 10,00    | 00 \$ | 45,000 \$  | 45,000    | \$        | -      |           | \$ -   |           | \$ -   |
| 28       | 643(2)       | Traffic Maintenance   | LS     | All Reg'd | \$ | 30,000     | \$ 30,000    | \$ 150,000 | \$ 150,00   | 0 \$  | 5,000 \$   | 5,000     | \$        | -      |           | \$ -   | İ         | \$ -   |
| 29       | 643(23)      | Traffic Price Adjustment  | CS     | All Reg'd | \$ | -          | \$ -         | \$ -       | \$ -        | \$    | - \$       | -         | \$        | -      |           | \$ -   | İ         | \$ -   |
| 30       | 644(2)       | Field Laboratory  | LS     | All Reg'd | \$ | 7,500      | \$ 7,500     | \$ 5,000   | \$ 5,00     | 00 \$ | 2,000 \$   | 2,000     | \$        | -      |           | \$ -   |           | \$ -   |
| 31       | 646(1)       | CPM Scheduling  | LS     | All Req'd | \$ | 2,000      | \$ 2,000     | \$ 1,000   | \$ 1,00     | 00 \$ | 1,000 \$   | 1,000     | \$        | -      |           | \$ -   | 1         | \$ -   |
| 32       | 647(2)       | Dozer, 65 HP Min  | HR     | 20        | \$ | 250        | \$ 5,000     | \$ 130     | \$ 2,60     | 00 \$ | 220 \$     | 4,400     | \$        | -      |           | \$ -   |           | \$ -   |
| 33       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR     | 20        | \$ | 250        | \$ 5,000     | \$ 150     | \$ 3,00     | 00 \$ | 290 \$     | 5,800     | \$        | -      |           | \$ -   | 1         | \$ -   |
| 34       | 670(1)       | Painted Traffic Markings  | LS     | All Req'd | \$ | 20,000     | \$ 20,000    | \$ 25,000  | \$ 25,00    | 00 \$ | 15,000 \$  | 15,000    | \$        | -      |           | \$ -   | 1         | \$ -   |
| TOTAL A  | dditive Alte | rnate #2  |        | •         |    | 1          | \$ 2,022,700 |            | \$ 2,424,90 | 0     | \$         | 1,762,700 | \$        | -      |           | \$ -   |           | \$ -   |

### Additive Alternate #3 - Airport Long Term Parking Lot Paving

| Item No. | Spec. No.    | Name of Item  | Linit | Quantity  |    | Engineer's | Estimate   | Bid #     | 1 - Gra | anite   |    | Bid #2 -  | Knik    | Bi        | d #3 - | Bi        | d #4 - | Bi        | id #5 - |      |
|----------|--------------|---|-------|-----------|----|------------|------------|-----------|---------|---------|----|-----------|---------|-----------|--------|-----------|--------|-----------|---------|------|
| item No. | Spec. No.    | Name of item  | Oilit | Qualitity | U  | nit Cost   | Amount     | Unit Cost |         | Amount  | Un | it Cost   | Amount  | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Am      | ount |
| 1        | 301(1)       | Aggregate Base Course, D-1                                      | TON   | 150       | \$ | 50         | \$ 7,500   | \$ 75     | \$      | 11,250  | \$ | 40 \$     | 6,000   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 2        | 401(1b)      | Asphalt Pavement, Type IV; Class B                              | TON   | 325       | \$ | 175        | \$ 56,875  | \$ 300    | \$      | 97,500  | \$ | 175 \$    | 56,875  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 3        | 401(2)       | Asphalt Cement, PG 52-34  | TON   | 21        | \$ | 1,200      |            |           |         | 21,000  |    | 1,200 \$  |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 4        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         |       | All Req'd |    | 1,500      |            |           |         | 2,500   |    | 1,000 \$  |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 5        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS    | All Req'd | \$ | 500        | \$ 500     | \$ 500    | \$      | 500     | \$ | 500 \$    |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 6        | 604(8)       | Adjust Existing Inlet   | EA    | 2         | \$ | 2,000      |            |           |         | 4,000   |    | 175 \$    |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 7        | 615(1)       | Standard Sign   | EA    | 4         | \$ | 350        | \$ 1,400   |           |         | 6,000   | \$ | 450 \$    |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 8        | 640(1)       | Mobilization and Demobilization                                 | LS    | All Req'd | \$ | 30,000     | \$ 30,000  | \$ 25,000 | \$      | 25,000  | \$ | 50,000 \$ | 50,000  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 9        | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | _     | All Req'd |    | 2,000      |            |           |         | 2,500   |    | 500 \$    |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 10       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              |       | All Req'd |    | 5,000      |            |           | \$      | 10,000  |    | 2,000 \$  |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 11       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive |       | All Req'd |    | 1,500      |            |           |         | 1,500   |    | 1,500 \$  |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 12       | 642(1)       | Construction Surveying  | LS    | All Req'd | \$ | 10,000     | \$ 10,000  | \$ 5,000  | \$      | 5,000   | \$ | 10,000 \$ | 10,000  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 13       | 644(2)       | Field Laboratory  | LS    | All Req'd | \$ | 2,500      | \$ 2,500   | \$ 1,500  | \$      | 1,500   | \$ | 2,000 \$  | 2,000   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 14       | 646(1)       | CPM Scheduling  | LS    | All Req'd | \$ | 1,250      |            |           |         | 1,000   |    | 1,000 \$  |         |           | \$ -   |           | \$ -   |           | \$      | -    |
| 15       | 647(2)       | Dozer, 65 HP Min  | HR    | 10        | \$ | 250        | \$ 2,500   | \$ 130    | \$      | 1,300   | \$ | 220 \$    | 2,200   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 16       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR    | 10        | \$ | 250        | \$ 2,500   | \$ 150    | \$      | 1,500   | \$ | 290 \$    | 2,900   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 17       | 670(1)       | Painted Traffic Markings  | LS    | All Req'd | \$ | 12,500     | \$ 12,500  | \$ 10,000 | \$      | 10,000  | \$ | 11,000 \$ | 11,000  |           | \$ -   |           | \$ -   |           | \$      | -    |
| TOTAL A  | dditive Alte | ernate #3   |       |           |    |            | \$ 166,725 |           | \$      | 202,050 |    | \$        | 174,825 |           | \$ -   |           | \$ -   |           | \$      | -    |



### Additive Alternate #4 - City Hall

| Item No. | Spec. No.    | Name of Item  | Unit  | Quantity  | E  | Engineer's | Estimate   | Bid #     | 1 - Gr | anite   |    | Bid #2     | - Knik  | Bid       | #3 -   | Bi        | d #4 - | В         | id #5 - |       |
|----------|--------------|---|-------|-----------|----|------------|------------|-----------|--------|---------|----|------------|---------|-----------|--------|-----------|--------|-----------|---------|-------|
| item No. | Spec. No.    |   | Offic | Quantity  | Un | it Cost    | Amount     | Unit Cost |        | Amount  | J  | nit Cost   | Amount  | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Am      | nount |
| 1        | 202(2)       | Removal of Pavement   | LS    | All Req'd | \$ | 50,000     |            |           | \$     | 40,000  |    | 75,000 \$  |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 2        | 202(3)       | Removal of Sidewalk   | SY    | 370       | \$ | 75         | \$ 27,750  |           | \$     | 14,800  | \$ | 65 \$      |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 3        | 202(9)       | Removal of Curb and Gutter                                      | LF    | 830       | \$ | 50         |            |           | \$     | 16,600  | \$ | 25 \$      |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 4        | 203(3)       | Unclassified Excavation   | CY    |           | \$ | 20         |            |           | \$     | 3,600   |    | 25 \$      |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 5        | 301(1)       | Aggregate Base Course, D-1                                      | TON   | 115       | \$ | 50         | \$ 5,750   |           | \$     | 8,625   | \$ | 40 \$      | 4,600   | \$        | -      |           | \$ -   |           | \$      | -     |
| 6        | 401(1b)      | Asphalt Pavement, Type IV; Class B                              | TON   | 240       | \$ | 175        | \$ 42,000  | \$ 300    | \$     | 72,000  | \$ | 175 \$     | 42,000  | \$        | -      |           | \$ -   |           | \$      | -     |
| 7        | 401(2)       | Asphalt Cement, PG 52-34  | TON   | 16        | \$ | 1,200      | \$ 19,200  |           |        | 16,000  | \$ | 1,200 \$   |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 8        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         | LS    | All Req'd | \$ | 2,000      | \$ 2,000   |           |        | 2,500   | \$ | 1,000 \$   |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 9        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS    | All Req'd | \$ | 500        |            |           |        | 500     | \$ | 500 \$     |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 10       | 608(1a)      | Concrete Sidewalk, 4" Thick                                     | SY    | 291       | \$ | 350        |            |           |        | 116,400 |    | 325 \$     |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 11       | 608(1b)      | Concrete Sidewalk, 6" Thick                                     | SY    | 140       | \$ | 525        |            |           |        | 63,000  | \$ | 390 \$     |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 12       | 608(6)       | Curb Ramp   | EA    | 1         | \$ | 15,000     | \$ 15,000  | \$ 12,000 | \$     | 12,000  | \$ | 9,000 \$   | 9,000   | \$        | -      |           | \$ -   |           | \$      | -     |
| 13       | 609(2)       | Curb and Gutter, Type 1   | LF    | 670       | \$ | 65         | \$ 43,550  | \$ 120    | \$     | 80,400  | \$ | 80 \$      | 53,600  | \$        | -      |           | \$ -   |           | \$      | -     |
| 14       | 609(7)       | Curb Type Retaining Wall  | LF    | 153       | \$ | 275        |            |           |        | 30,600  | \$ | 165 \$     |         | \$        | -      |           | \$ -   |           | \$      | -     |
| 15       | 640(1)       | Mobilization and Demobilization                                 | LS    | All Req'd | \$ | 65,000     | \$ 65,000  | \$ 25,000 | \$     | 25,000  | \$ | 125,000 \$ | 125,000 | \$        | -      |           | \$ -   |           | \$      | -     |
| 16       | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | LS    | All Req'd | \$ | 3,000      | \$ 3,000   | \$ 2,500  | \$     | 2,500   | \$ | 500 \$     | 500     | \$        | -      |           | \$ -   |           | \$      | -     |
| 17       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              | LS    | All Req'd | \$ | 6,000      | \$ 6,000   | \$ 10,000 | \$     | 10,000  | \$ | 1,500 \$   | 1,500   | \$        | -      |           | \$ -   |           | \$      | -     |
| 18       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS    | All Req'd | \$ | 1,000      | \$ 1,000   |           |        | 1,000   | \$ | 1,000 \$   | 1,000   | \$        | -      |           | \$ -   |           | \$      | -     |
| 19       | 642(1)       | Construction Surveying  | LS    | All Req'd | \$ | 10,000     | \$ 10,000  | \$ 5,000  | \$     | 5,000   | \$ | 6,500 \$   | 6,500   | \$        | -      |           | \$ -   |           | \$      | -     |
| 20       | 644(2)       | Field Laboratory  | LS    | All Req'd | \$ | 2,500      | \$ 2,500   | \$ 1,500  | \$     | 1,500   | \$ | 1,500 \$   | 1,500   | \$        | -      |           | \$ -   |           | \$      | -     |
| 21       | 646(1)       | CPM Scheduling  | LS    | All Req'd | \$ | 1,500      | \$ 1,500   | \$ 1,000  | \$     | 1,000   | \$ | 1,000 \$   | 1,000   | \$        | -      |           | \$ -   |           | \$      | _     |
| 22       | 647(2)       | Dozer, 65 HP Min  | HR    | 10        | \$ | 250        | \$ 2,500   | \$ 130    | \$     | 1,300   | \$ | 220 \$     | 2,200   | \$        | -      |           | \$ -   |           | \$      | _     |
| 23       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR    | 10        | \$ | 250        | \$ 2,500   | \$ 150    | \$     | 1,500   | \$ | 290 \$     | 2,900   | \$        | -      |           | \$ -   |           | \$      | -     |
| 24       | 660(3)       | Lighting Improvements Complete                                  | LS    | All Req'd | \$ | 50,000     |            |           |        | 25,000  | \$ | 65,000 \$  |         | \$        | -      |           | \$ -   |           | \$      |       |
| 25       | 670(1)       | Painted Traffic Markings  | LS    | All Req'd | \$ | 15,000     | \$ 15,000  | \$ 10,000 | \$     | 10,000  | \$ | 11,000 \$  | 11,000  | \$        | -      |           | \$ -   |           | \$      | -     |
| 26       | 671(1)       | Snowmelt System   | LS    | All Req'd | \$ | 50,000     | \$ 50,000  | \$ 75,000 | \$     | 75,000  | \$ | 15,000 \$  | 15,000  | \$        | -      |           | \$ -   |           | \$      | -     |
| TOTAL A  | dditive Alte | rnate #4  |       |           |    |            | \$ 674,875 |           | \$     | 635,825 |    | \$         | 658,720 | \$        | · -    |           | \$ -   |           | \$      | -     |

### Additive Alternate #5 - City of Unalaska Public Library

| Itam Na  | Conna Na     | Name of Items  | Hait | 0         |    | Engineer's | Estimate |       | Bid #1    | - Granite |       | Bid #     | 2 - Knik   | Bid       | #3 -       | Bio       | l #4 - | Bi        | id #5 - |       |
|----------|--------------|--|------|-----------|----|------------|----------|-------|-----------|-----------|-------|-----------|------------|-----------|------------|-----------|--------|-----------|---------|-------|
| Item No. | Spec. No.    | Name of Item   | Unit | Quantity  | Uı | nit Cost   | Amount   |       | Unit Cost | Amount    |       | Unit Cost | Amount     | Unit Cost | Amount     | Unit Cost | Amount | Unit Cost | An      | nount |
| 1        | 202(1)       | Removal of Structures and Obstructions (lightpoles, conduit, etc.) | LS   | All Req'd | \$ | 7,500      | \$ 7,5   | 00 5  | \$ 5,000  | \$ 5,0    | 00 5  | 15,000    | \$ 15,000  | \$        | -          |           | \$ -   |           | \$      | -     |
| 2        | 202(2)       | Removal of Pavement  | LS   | All Req'd | \$ | 42,000     | \$ 42,0  | 00 \$ | \$ 30,000 | \$ 30,0   | 00 5  | 60,000    | \$ 60,000  | \$        | -          |           | \$ -   |           | \$      | -     |
| 3        | 202(3)       | Removal of Sidewalk  | SY   | 62        | \$ | 75         | \$ 4,6   | 50 5  | \$ 40     | \$ 2,4    | 80 \$ | 65        | \$ 4,030   | \$        | -          |           | \$ -   |           | \$      | -     |
| 4        | 202(4)       | Removal of Culvert Pipe  | LF   | 20        | \$ | 15         | \$ 3     | 00 5  | \$ 95     | \$ 1,9    | 00 5  | 25        | \$ 500     | \$        | -          |           | \$ -   |           | \$      | -     |
| 5        | 202(9)       | Removal of Curb and Gutter   | LF   | 770       | \$ | 50         | \$ 38,5  | 00 5  | \$ 20     | \$ 15,4   | 00 5  | 3 23      | \$ 17,710  | \$        | -          |           | \$ -   |           | \$      | -     |
| 6        | 203(3)       | Unclassified Excavation  | CY   | 600       | \$ | 30         | \$ 18,0  | 00 5  | \$ 60     | \$ 36,0   | 00 \$ | 25        | \$ 15,000  | \$        | -          |           | \$ -   |           | \$      | -     |
| 7        | 301(1)       | Aggregate Base Course, D-1   | TON  | 500.00    | \$ | 50         | \$ 25,0  | 00 5  | \$ 75     | \$ 37,5   | 00 \$ | 40        | \$ 20,000  | \$        | -          |           | \$ -   |           | \$      | -     |
| 8        | 401(1b)      | Asphalt Pavement, Type IV; Class B                                 | TON  | 200       | \$ | 175        | \$ 35,0  | 00 5  | \$ 300    | \$ 60,0   | 00 \$ | 175       | \$ 35,000  | \$        | -          |           | \$ -   |           | \$      | -     |
| 9        | 401(2)       | Asphalt Cement, PG 52-34   | TON  | 13        | \$ | 1,200      | \$ 15,6  | 00 5  | \$ 1,000  | \$ 13,0   | 00 \$ | 1,200     | \$ 15,600  | \$        | -          |           | \$ -   |           | \$      | -     |
| 10       | 401(9)       | Longitudinal Joint Adhesive and Sealant                            | LS   | All Req'd | \$ | 1,250      | \$ 1,2   | 50 5  | \$ 2,500  | \$ 2,5    | 00 \$ | 1,000     | \$ 1,000   | \$        | -          |           | \$ -   |           | \$      | -     |
| 11       | 401(10)      | Asphalt Material Price Adjustment - Unit Price                     | CS   | All Reg'd | \$ | 500        | \$ 50    | 00 \$ | \$ 500    | \$ 5      | 00 5  | 500       | \$ 500     | \$        | -          |           | \$ -   |           | \$      | -     |
| 12       | 603(21)      | 24" Corrugated Polyethylene Pipe                                   | LF   | 220       | \$ | 65         | \$ 14,3  | 00 \$ | \$ 200    | \$ 44,0   | 00 5  | 190       | \$ 41,800  | \$        | -          |           | \$ -   |           | \$      | -     |
| 13       | 604(1)       | Storm Sewer Manhole  | EA   | 3         | \$ | 8,000      | \$ 24,0  | 00 5  | \$ 10,000 | \$ 30,0   | 00 5  | 6,500     | \$ 19,500  | \$        | -          |           | \$ -   |           | \$      | -     |
| 14       | 604(3)       | Reconstruct Existing Manhole                                       | EA   | 1         | \$ | 5,000      | \$ 5,0   | 00 5  | \$ 10,000 | \$ 10,0   | 00 5  | 2,500     | \$ 2,500   | \$        | -          |           | \$ -   |           | \$      |       |
| 15       | 609(2)       | Curb and Gutter, Type 1 Perimeter                                  | LF   | 520       | \$ | 65         | \$ 33,8  | 00 5  | \$ 120    | \$ 62,4   | 00 \$ | 80        | \$ 41,600  | \$        | -          |           | \$ -   |           | \$      | -     |
| 16       | 615(1)       | Standard Sign  | EA   | 1         | \$ | 350        | \$ 3     | 50 5  | \$ 1,500  | \$ 1,5    | 00 5  | 450       | \$ 450     | \$        | -          |           | \$ -   |           | \$      | -     |
| 17       | 615(1)       | Tree   | EA   | 4         | \$ | 700        | \$ 2,8   | 00 5  | \$ 2,500  | \$ 10,0   | 00 5  | 450       | \$ 1,800   | \$        | -          |           | \$ -   |           | \$      |       |
| 18       | 615(1)       | Commercial Driveway  | EA   | 2         | \$ | 2,000      | \$ 4,0   | 00 5  | \$ 3,500  | \$ 7,0    | 00 \$ | 1,400     | \$ 2,800   | \$        | -          |           | \$ -   |           | \$      | -     |
| 19       | 640(1)       | Mobilization and Demobilization                                    | LS   | All Reg'd | \$ | 35,000     | \$ 35,0  | 00 5  | \$ 25,000 | \$ 25,0   | 00 5  | 80,000    | \$ 80,000  | \$        | -          |           | \$ -   |           | \$      |       |
| 20       | 641(1)       | Erosion, Sediment, and Pollution Control Administration            | LS   | All Reg'd | \$ | 3,000      | \$ 3,0   | 00 5  | \$ 2,500  | \$ 2,5    | 00 \$ | 500       | \$ 500     | \$        | -          |           | \$ -   |           | \$      | -     |
| 21       | 641(3)       | Temporary Erosion, Sediment, and Pollution Control                 | LS   | All Reg'd | \$ | 6,000      | \$ 6,0   | 00 5  | \$ 5,000  | \$ 5,0    | 00 5  | 4,000     | \$ 4,000   | \$        | -          |           | \$ -   |           | \$      | -     |
| 22       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive    | CS   | All Reg'd | \$ | 1,000      | \$ 1,0   | 00 \$ | \$ 1,000  | \$ 1,0    | 00 5  | 1,000     | \$ 1,000   | \$        | -          |           | \$ -   |           | \$      |       |
| 23       | 642(1)       | Construction Surveying   | LS   | All Reg'd | \$ | 10,000     | \$ 10,0  | 00 \$ | \$ 5,000  | \$ 5,0    | 00 5  | 6,000     | \$ 6,000   | \$        | -          |           | \$ -   |           | \$      |       |
| 24       | 644(2)       | Field Laboratory   | LS   | All Reg'd | \$ | 2,500      | \$ 2,5   | 00 5  | \$ 1,500  | \$ 1,5    | 00 5  | 2,000     | \$ 2,000   | \$        | -          |           | \$ -   |           | \$      |       |
| 25       | 646(1)       | CPM Scheduling   | LS   | All Reg'd | \$ | 1,500      | \$ 1,5   | 00 5  | \$ 1,000  | \$ 1,0    | 00 5  | 1,000     | \$ 1,000   | \$        | -          |           | \$ -   |           | \$      | _     |
| 26       | 647(2)       | Dozer, 65 HP Min   | HR   | 10        | \$ | 250        | \$ 2,5   | 00 5  | \$ 130    | \$ 1,3    | 00 5  | 220       | \$ 2,200   | \$        | -          |           | \$ -   |           | \$      |       |
| 27       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                              | HR   | 10        | \$ | 250        | \$ 2,5   | 00 5  | \$ 150    | \$ 1,5    | 00 5  | 290       | \$ 2,900   | \$        | -          |           | \$ -   |           | \$      | _     |
| 28       | 660(3)       | Lighting Improvements Complete                                     | LS   | All Reg'd | \$ | 60,000     | \$ 60,0  | 00 5  | \$ 35,000 | \$ 35,0   | 00 5  | 52,000    | \$ 52,000  | \$        | -          |           | \$ -   |           | \$      | _     |
| 29       | 670(1)       | Painted Traffic Markings   | LS   | All Reg'd | \$ | 15,000     |          | 00 5  |           |           | 00 5  | 10,000    | \$ 10,000  | \$        | -          |           | \$ -   |           | \$      |       |
| 34       | 672(1)       | Relocate Book Drop Box, Bollard                                    |      | All Req'd |    | 5,000      |          | 00 \$ |           |           | 00 5  | ,         |            | \$        | -          |           | \$ -   |           | \$      |       |
| TOTAL A  | dditive Alte | rnato #5   |      |           |    | •          | \$ 416.5 | in    | •         | \$ 467.9  | 80    |           | \$ 460.390 |           |            |           | s -    |           | •       |       |
| IOIALA   | duitive Aile | illate #3  |      |           |    |            | φ 410,5  | ,,,   |           | φ 401,5   | 00    |           | φ -00,390  | 4         | , <u> </u> |           | Ψ -    |           | Ψ       | -     |



# Additive Alternate #6 - Community Park Trail Paving

| Item No. | Spec. No.    | Name of Item  | Unit  | Quantity  |    | Engineer's | Estimate  |       | Bid #1    | - Granite |    | Bid #2    | - Knik     | Bi        | d #3 - | Bi        | d #4 - | В         | id #5 - |      |
|----------|--------------|---|-------|-----------|----|------------|-----------|-------|-----------|-----------|----|-----------|------------|-----------|--------|-----------|--------|-----------|---------|------|
| item No. | Spec. No.    | Name of item  | Oilit | Quantity  | U  | Init Cost  | Amount    |       | Unit Cost | Amount    |    | Unit Cost | Amount     | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Am      | ount |
| 1        | 301(1)       | Aggregate Base Course, D-1                                      | TON   | 400       | \$ | 50         | \$ 20,00  | 00 \$ | 75        | \$ 30,0   | 00 | \$ 75 5   | \$ 30,000  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 2        | 401(1b)      | Asphalt Pavement, Type IV; Class B                              | TON   | 275       | \$ | 200        | \$ 55,00  | 00 \$ | 300       | \$ 82,5   | 00 | \$ 275    | \$ 75,625  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 3        | 401(2)       | Asphalt Cement, PG 52-34  | TON   |           | \$ | 1,200      |           |       |           |           | 00 |           |            |           | \$ -   |           | \$ -   |           | \$      | -    |
| 4        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS    | All Req'd | \$ | 500        | \$ 50     | 0 \$  | 500       | \$ 5      | 00 | \$ 500    | \$ 500     |           | \$ -   |           | \$ -   |           | \$      | -    |
| 5        | 603(21)      | 24" Corrugated Polyethylene Pipe                                | LF    | 60        | \$ | 65         |           | 00 \$ |           |           | 00 |           |            |           | \$ -   |           | \$ -   |           | \$      | -    |
| 6        | 640(1)       | Mobilization and Demobilization                                 | LS    | All Req'd | \$ | 12,000     | \$ 12,00  | 0 \$  | 25,000    | \$ 25,0   | 00 | \$ 60,000 | \$ 60,000  |           | \$ -   |           | \$ -   |           | \$      | -    |
| 7        | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | LS    | All Req'd | \$ | 4,000      | \$ 4,00   | 0 \$  | 2,500     | \$ 2,5    | 00 | \$ 500    | \$ 500     |           | \$ -   |           | \$ -   |           | \$      | -    |
| 8        | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              | LS    | All Req'd | \$ | 8,000      | \$ 8,00   | 0 \$  | 15,000    | \$ 15,0   | 00 | \$ 1,500  | \$ 1,500   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 9        | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS    | All Req'd | \$ | 1,500      | \$ 1,50   | 0 \$  | 1,500     | \$ 1,5    | 00 |           |            |           | \$ -   |           | \$ -   |           | \$      | -    |
| 10       | 642(1)       | Construction Surveying  | LS    | All Req'd | \$ | 6,000      |           | 0 \$  |           |           | 00 |           | \$ 3,000   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 11       | 644(2)       | Field Laboratory  | LS    | All Req'd | \$ | 2,000      | \$ 2,00   | 0 \$  | 1,500     | \$ 1,5    | 00 | \$ 850    | \$ 850     |           | \$ -   |           | \$ -   |           | \$      | -    |
| 12       | 646(1)       | CPM Scheduling  | LS    | All Req'd | \$ | 1,000      | \$ 1,00   | 0 \$  | 1,000     | \$ 1,0    | 00 | \$ 500    | \$ 500     |           | \$ -   |           | \$ -   |           | \$      | -    |
| 13       | 647(2)       | Dozer, 65 HP Min  | HR    | 10        | \$ | 250        | \$ 2,50   | 0 \$  | 130       | \$ 1,3    | 00 | \$ 220 \$ | \$ 2,200   |           | \$ -   |           | \$ -   |           | \$      | -    |
| 14       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR    | 10        | \$ | 250        | \$ 2,50   | 00 \$ | 150       | \$ 1,5    | 00 | \$ 290    | \$ 2,900   |           | \$ -   |           | \$ -   |           | \$      | -    |
| TOTAL A  | dditive Alte | ernate #6   |       | _         |    |            | \$ 140,50 | 0     |           | \$ 203,3  | 00 | :         | \$ 212,675 |           | \$ -   |           | \$ -   |           | \$      | -    |

# Additive Alternate #7 - Unalaska High School Parking Lot Paving

| Item No. | Spec. No.    | Name of Item  | Unit  | Quantity  | E  | Engineer's | Estimate   | Bi        | d #1 - |        |        | Bid #2   | - Knik  | Bi        | d #3 - | Bio       | d #4 - | Bi        | d #5 - |      |
|----------|--------------|---|-------|-----------|----|------------|------------|-----------|--------|--------|--------|----------|---------|-----------|--------|-----------|--------|-----------|--------|------|
| item No. | Spec. No.    | Name of item  | Ollit | Quantity  | Un | it Cost    | Amount     | Unit Cost | Amo    | ount   | Unit C | ost      | Amount  | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Am     | ount |
| 1        | 202(2)       | Removal of Pavement   | LS    | All Req'd | \$ | 50,000     | \$ 50,000  | \$ 30,000 | \$     | 30,000 | \$ 85  | 5,000 \$ | 85,000  |           | \$ -   |           | \$ -   |           | \$     | -    |
| 2        | 301(1)       | Aggregate Base Course, D-1                                      | TON   | 100       | \$ | 50         | \$ 5,000   | \$ 75     | \$     | 7,500  | \$     | 40 \$    | 4,000   |           | \$ -   |           | \$ -   |           | \$     | -    |
| 3        | 401(1b)      | Asphalt Pavement, Type IV; Class B                              | TON   | 210       | \$ | 175        | \$ 36,750  |           |        | 63,000 |        | 175 \$   |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 4        | 401(2)       | Asphalt Cement, PG 52-34  | TON   | 14        | \$ | 1,200      |            |           |        | 14,000 |        | 1,200 \$ |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 5        | 401(9)       | Longitudinal Joint Adhesive and Sealant                         | LS    | All Req'd | \$ | 1,500      | \$ 1,500   | \$ 2,500  | \$     | 2,500  | \$ 1   | 1,500 \$ | 1,500   |           | \$ -   |           | \$ -   |           | \$     | -    |
| 6        | 401(10)      | Asphalt Material Price Adjustment - Unit Price                  | CS    | All Req'd | \$ | 500        | \$ 500     | \$ 500    |        | 500    |        | 500 \$   | 500     |           | \$ -   |           | \$ -   |           | \$     | -    |
| 7        | 640(1)       | Mobilization and Demobilization                                 | LS    | All Req'd | \$ | 16,000     | \$ 16,000  | \$ 25,000 | \$     | 25,000 | \$ 50  | 0,000 \$ | 50,000  |           | \$ -   |           | \$ -   |           | \$     | -    |
| 8        | 641(1)       | Erosion, Sediment, and Pollution Control Administration         | LS    | All Req'd | \$ | 3,000      | \$ 3,000   | \$ 2,500  | \$     | 2,500  | \$ 1   | 1,000 \$ |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 9        | 641(3)       | Temporary Erosion, Sediment, and Pollution Control              |       | All Req'd | •  | 6,000      |            | \$ 10,000 | \$     | 10,000 |        | 3,500 \$ | 3,500   |           | \$ -   |           | \$ -   |           | \$     | -    |
| 10       | 641(5)       | Temporary Erosion, Sediment, and Pollution Control by Directive | CS    | All Req'd | \$ | 1,500      | \$ 1,500   | \$ 1,000  | \$     | 1,000  | \$ 1   | 1,000 \$ |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 11       | 642(1)       | Construction Surveying  | LS    | All Req'd | \$ | 10,000     | \$ 10,000  |           |        | 5,000  |        | 5,000 \$ | 5,000   |           | \$ -   |           | \$ -   |           | \$     | -    |
| 12       | 644(2)       | Field Laboratory  | LS    | All Req'd | \$ | 2,500      | \$ 2,500   |           |        | 1,500  |        | 850 \$   |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 13       | 646(1)       | CPM Scheduling  | LS    | All Req'd | \$ | 1,500      | \$ 1,500   | \$ 1,000  | \$     | 1,000  | \$     | 500 \$   |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 14       | 647(2)       | Dozer, 65 HP Min  | HR    | 10        | \$ | 250        | \$ 2,500   | \$ 130    | \$     | 1,300  |        | 220 \$   |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 15       | 647(6)       | Hydraulic Excavator, 1 CY, 100 HP Min                           | HR    | 10        | \$ | 250        | \$ 2,500   |           | \$     | 1,500  |        | 290 \$   |         |           | \$ -   |           | \$ -   |           | \$     | -    |
| 16       | 670(1)       | Painted Traffic Markings  | LS    | All Req'd | \$ | 15,000     | \$ 15,000  | \$ 10,000 | \$     | 10,000 | \$ 5   | 5,500 \$ | 5,500   |           | \$ -   |           | \$ -   |           | \$     | -    |
| TOTAL A  | dditive Alte | ernate #7   |       |           |    |            | \$ 171,050 |           | \$ 1   | 76,300 |        | 9        | 217.000 |           | s -    |           | s -    |           | \$     | _    |
| IOIALA   | duilive Aile | illate #1   |       |           |    |            | \$ 171,030 |           | Ψι     | 70,300 |        | 4        | 217,000 |           | Ψ -    |           | Ψ -    |           | Ψ      |      |



### Additive Alternate #8 - Material Transfer Vehicle for Ballyhoo Road Paving

| Item No | Spec. No.     | Name of Item              | Unit  | Quantity | Engine    | er's Es | stimate | Bid #1    | - Gr | anite   | Bid #     | 2 - K | (nik   | Bi        | d #3 - | В         | id #4 - | В         | id #5 - |      |
|---------|---------------|---------------------------|-------|----------|-----------|---------|---------|-----------|------|---------|-----------|-------|--------|-----------|--------|-----------|---------|-----------|---------|------|
| item NC | Spec. No.     | Name of item              | Ollic | Quantity | Unit Cost |         | Amount  | Unit Cost |      | Amount  | Unit Cost |       | Amount | Unit Cost | Amount | Unit Cost | Amount  | Unit Cost | Am      | ount |
| 1       | 401(11)       | Material Transfer Vehicle | TON   | 12,500   | \$ 1      | 0 \$    | 125,000 | \$ 25     | \$   | 312,500 | \$ 1      | \$    | 12,500 |           | \$ -   |           | \$ -    |           | \$      | -    |
| TOTAL   | Additive Alte | rnate #8                  |       |          |           | \$      | 125,000 |           | \$   | 312,500 |           | \$    | 12,500 |           | \$ -   |           | \$ -    |           | \$      | -    |

# Additive Alternate #9 - Material Transfer Vehicle for Henry Swanson Drive Paving

| Item No. | Spec. No.     | Name of Item              | Unit  | Quantity | Engineer' | s Estimat | te    | Bid #1 -  | Granite | Bid:      | ‡2 - Knik | k     | Bio       | l #3 - | Bi        | d #4 - | Bid       | #5 -  |   |
|----------|---------------|---------------------------|-------|----------|-----------|-----------|-------|-----------|---------|-----------|-----------|-------|-----------|--------|-----------|--------|-----------|-------|---|
| item No. | орес. 140.    | Name of item              | Oilit | Quantity | Unit Cost | Amou      | unt   | Unit Cost | Amount  | Unit Cost | Am        | nount | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Amour | t |
| 1        | 401(11)       | Material Transfer Vehicle | TON   | 3,900    | \$ 10     | \$ 39     | 9,000 | \$ 60     | 234,00  | ) \$ 1    | \$        | 3,900 |           | \$ -   |           | \$ -   |           | \$    | - |
| TOTAL A  | dditive Alter | nate #9                   |       |          |           | \$ 39     | 9,000 |           | 234,00  |           | \$        | 3,900 |           | \$ -   |           | \$ -   |           | \$    | - |

**Bids Certified by:** Paul Kendall, P.E. T. Bart Adams, P.E.

**Date:** May 22, 2013



### CITY OF UNALASKA UNALASKA, ALASKA

### ORDINANCE NO. 2014-03

CREATING BUDGET AMENDMENT NO. 7 TO THE FY14 OPERATING BUDGET TO PURCHASE NEW CELL DOOR LOCKS FOR CORRECTIONS FUNDED BY A STATE GRANT; INCREASE THE BUDGET FOR THE PURCHASE OF A VEHICLE FOR PARKS, CULTURE AND RECREATION; AND INCREASE THE CONSTRUCTION COSTS FOR THE WASTE HEAT RECOVERY PROJECT.

### BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section Classification: This is a non-code ordinance.

Section Effective Date: This ordinance becomes effective upon adoption.

Section Content: The City of Unalaska FY14 Budget is amended as follows:

A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.

B. The following are the changes by account line item:

#### Amendment No. 7 to Ordinance #2013-09

CITY CLERK

|   |               | Current                 | Requested        | Revised                 |
|---|---------------|-------------------------|------------------|-------------------------|
| I. OPERATING BUDGET   |               |                         |                  |                         |
| A. General Fund   |               |                         |                  |                         |
| Revenues Current year budgeted surplus Intergovernmental                              |               | 8,460,854<br>12,778,071 | 2,677<br>3,000   | 8,458,177<br>12,781,071 |
| Expenditures Public Safety Transfers to Govt Capital Projects                         |               | 5,249,976<br>-          | 3,000<br>2,677   | 5,252,976<br>2,677      |
| II. CAPITAL BUDGET  |               |                         |                  |                         |
| A. General Fund-Public Works  |               |                         |                  |                         |
| Revenues Transfer from General Fund   | PW302         | 55,000                  | 2,677            | 57,677                  |
| Projects Vehicle Replacement  | PW302         | 55,000                  | 2,677            | 57,677                  |
| B. Electric Fund  |               |                         |                  |                         |
| Revenues Transfer from Enterprise Fund  | EL802         | 495,500                 | 754,847          | 1,250,347               |
| Projects Powerhouse Waste Heat Recovery   | EL802         | 1,795,500               | 754,847          | 2,550,347               |
| PASSED AND ADOPTED BY A DULY CONSTITUTION THIS 25 <sup>TH</sup> DAY OF FEBRUARY 2014. | UTED QUORUM C | OF THE UNALAS           | SKA CITY COUNCIL | -                       |
| ATTEST:   | MAYOR         |                         |                  |                         |
|   |               |                         |                  |                         |

# Summary of Budget Amendment and Schedule of Proposed Accounts

- 1) **Public Safety -** This request is for the purchase of new cell door locks in Corrections to be funded by a grant from the State of Alaska.
- 2) **Public Works -** This is a request to transfer from General Fund surplus to the Public Works Capital Project to increase the budget to cover vehicle replacment cost.
- 2) **Electric Fund -** This request is for the increase in the construction portion of the Waste Heat Recovery Project to be funded with the utilities net assets.

|           |  | Org           | Object   | Project | Current   | Requested | Revised   |
|-----------|--|---------------|----------|---------|-----------|-----------|-----------|
| 1)        | General Fund - Public Safety             | ,             |          | *       |           | -         | =====     |
|           | Sources: Other Grants - DPS              | 0101 1041     | 42198    |         |           | 3,000     | 3,000     |
|           | Other Grants - Dr G                      | 0101 1041     | 42 100   | - 8     |           | 3,000     | 5,000     |
|           | Uses:                                    |               |          | 1       |           |           |           |
|           | Correction General Supplies              | 0102 1452     | 56100    | - 1     | 8,721     | 3,000     | 11,721    |
|           |  |               |          | - 1     |           |           |           |
| <u>2)</u> | Capital Projects - General Fund - Public | Works         |          |         |           |           |           |
|           | Sources:                                 |               |          | - 1     | 0.400.054 |           | 0.450.477 |
|           | Current year budgeted surplus            | 0.100.005.1   |          |         | 8,460,854 | 2,677     | 8,458,177 |
|           | Transfer to Government Capital Project   | 0102 9854     | 59920    |         | -         | 2,677     | 2,677     |
|           | Uses:                                    |               |          | 1       |           |           |           |
|           | Transfer from General Fund               | 3101 9848     | 49100    | PW302   | 55,000    | 2,677     | 57,677    |
|           | Machinery and Equipment                  | 3102 1553     | 57400    | PW302   | 55,000    | 2,677     | 57,677    |
|           |  |               |          |         | -         |           |           |
| 3)        | Capital Projects - Electric Fund Waste I | leat Recovery | <u>.</u> |         | -         |           | -         |
|           | Sources:                                 |               |          |         | -         |           | -         |
|           | Transfer from Enterprise Funds           | 5011 9848     | 49130    | EL802   | 495,500   | 754,847   | 1,250,347 |
|           | Transfer to Enterprise Capital           | 5002 9854     | 59940    |         | 765,382   | 754,847   | 1,520,229 |
|           | Uses:                                    |               |          |         |           |           |           |
|           | Construction Services                    | 5012 5053     | 54500    | EL802   | 95,866    | 754,847   | 850,713   |

### MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JAMIE SUNDERLAND, DIRECTOR

THRU: CHRIS HLADICK, CITY MANAGER

FROM: DEPARTMENT OF PUBLIC SAFETY

**DATE:** 02/06/2014

RE: BUDGET AMENDMENT ORDINANCE 2014-03

<u>SUMMARY:</u> During the February 11, 2014 meeting, we will be discussing the budget amendment necessary to record funds received from the State of Alaska, Regional and Community Jails Program for the FY14 Capital Project.

The total amount received for the capital project is \$3,000.00.

PREVIOUS COUNCIL ACTION: No previous action.

BACKGROUND: \$3,000.000 has been received from the State of Alaska Regional and Community Jails Program – FY14 Capital Project. These funds are designated for purchasing and replacing aging cell door locks within the jail. These funds should be placed in the Corrections General Supplies budget line item (01021452 56100) from which the new locks will be purchased.

<u>DISCUSSION:</u> The Department of Public Safety is requesting the amount of \$3,000.00 be transferred into the Corrections General Supplies line item (01021452 56100), where it will be used to purchase the new cell door locks

ALTERNATIVES: Refuse the Regional and Community Jails Program FY14 Capital Project funds.

<u>FINANCIAL IMPLICATIONS</u>: None. Any surplus funds available after cell door locks have been purchased, may be used for other maintenance, repair, or renovation within the jail.

**<u>LEGAL:</u>** The legal obligation is to expend the funds in accordance with the scope of the grants.

STAFF RECOMMENDATION: Staff recommends the Council approve the budget amendment request in order for the department to remain in compliance with the scope and intent of the capital project grant allocations, and to maintain adequate security within the jail.

**PROPOSED MOTION:** Request a motion to approve Ordinance 2014-03, which includes a budget amendment to the Department of Public Safety in the amount of \$3000.00.

<u>CITY MANAGER'S COMMENTS:</u> I recommend approval of this change to reflect the addition of the funds to the requested budget.

# Department of Public Safety Attachment

| Description                        | Amount     | BUDGET<br>ACCOUNT |
|------------------------------------|------------|-------------------|
| City of Unalaska General Fund      | \$3,000.00 |                   |
| DPS – Corrections General Supplies | \$3,000.00 | 01021452 - 56100  |

This warrant will be administered as unclaimed projectly under AS 54.45 unless redeemed willin six months after the date of issue

STATE OF ALASKA TREASURY WARRANT GENERAL FUND GN No. 29749244

89-52/1252

WARRANT NO. 25450661

DATE OF ISSUE OCT 02, 2013

x \*\*\*\*\*\*\*\*\*3,000 00

PAY

THREE THOUSAND AND NO/100 DOLLARS

TO THE ORDER OF

20000

25450661

CITY OF UNALASKA

PO BOX 610 UNALASKA AK 99685-0610

Sean farnell

# 25450661# #125200523# 7296B1000067#

MAKE INQUIRIES ABOUT PAYMENT TO OFFICE LISTED ABOVE

| REMITTANCE ADVICE - STA                              | TE OF ALASKA TREASURY WARRANT - NOT I   | NEGOTIABLE STOCK NO. 29749244  |
|--|---|--|
| HARRANT NO. MO DAY YR 25450661 10 02 13              | VENDOR<br>CITY OF UNALASKA  | VENDOR ID.<br>CIU84215   |
| STATE OFFICE<br>LILIA JAENICKE                       | PHONE DOCUMENT AA26333040010  | *3,000.00  |
| TYPE REFERENCE NUMBER INV FY2014CAPITAL              | 10 01 13 CH16; SLA2013, SEC1,   | PG59;LN32 3,000.00   |
| THE FOLLOWING IS A BREA                              | AILS PROGRAM - FY2014 CAPITAL PROJE<br>AKDOWN OF THE MAINTENANCE, REPAIR 8<br>I HAS BEEN APPROVED BY THE      |  |
| DEPARTMENT OF CORRECTION *4-dell door mechanical * * | LOCKS REPLACEMENT   |  |
| OF ALASKA CAPITAL BILL:                              | WERE FUNDED BY THE LEGISLATURE IN<br>: CH16; SLA2013; SEC1; PG59; LN32<br>EST 10 THE LEGISLATURE WAS BASED UP | The state of the s |
| BUDGET INFORMATION THAT                              | T YOU PROVIDED TO THE DEPARTMENT OF<br>US FUNDS AVAILABLE AFTER THE LISTED                                    | CORRECTIONS  |
| PRODURED, THE REMAINING RENOVATION, AS LONG AS       | FUNDS MAY BE USED FOR OTHER MAINT<br>THE INTENDED FURCHASE RELATES TO T                                       | TENANCE, REPAIR AND  |
| THE STATE OF ALASKA'S F                              | PRISONERS.  |  |
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# Department of Corrections Division of Administrative Services

P.O. Box 112000 Juneau, Alaska 99811-2000 Main: 907.465,3480 Fax: 907.465,3315

# REGIONAL & COMMUNITY JAILS PROGRAM FY2014 CAPITAL PROJECTS

REGIONAL & COMMUNITY JAIL NAME: City of Unalaska

AMOUNT OF CAPITAL FUNDS: \$3,000.00

The following is a breakdown of the maintenance, repair, and renovation, fire and life safety, and security equipment that has been approved by the Department of Corrections for expenditure by the City of Unalaska:

• (4) - Cell Door Mechanical Lock Replacement - \$3,000.00

These capital projects were funded by the Legislature in the State of Alaska's Capital Bill, Chapter 16 SLA 2013 Section 1 Page 59 Line 32. The appropriation request to the Legislature was based upon the capital budget information that you provided to the Department of Corrections. If there are any surplus funds available after the listed items have been procured, the remaining funds may be used for other maintenance, repair, and renovation, fire and life safety, and security equipment, as long as the intended purchase(s) relates to the confinement of the State of Alaska's prisoners.

Please sign below and return the original copy to:

Alaska Department of Corrections Attn: April Wilkerson, Director Administrative Services P.O. Box 112000 Juneau, Alaska 99811-2000

Upon receipt of the signed copy of this Capital Project Contract, the Department of Corrections will issue a check in the amount of \$3,000.00 to the City of Unalaska

| For the Borough / City:    | For the Department of Corrections, |
|----------------------------|------------------------------------|
| Ву:                        | By: april a welkerson              |
| Chris Hladsek, City Manger | Director, Administrative Services  |
| Official Title             | Official Title                     |
| Date: 10/3/13              | Date: 10/15/13                     |

#### MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS

THRU: CHRIS HLADICK, CITY MANAGER

FROM: PATRICIA SOULE, FINANCE DIRECTOR

**DATE:** FEBRUARY 7, 2014 **RE:** ORDINANCE 2014-03

**SUMMARY:** As part of the FY13 Capital Budget, a van was purchased for PCR. The budgeted amount for the purchase was \$55,000. However, the final cost, including freight was \$57,677.20. Capital projects cannot be closed with a negative balance, and as a consequence, the budget for this project must be increased by \$2,677.20 in order to cover the incurred costs and to allow closure of the project.

**PREVIOUS COUNCIL ACTION:** Council approved the FY13 Capital Budget on May 22<sup>nd</sup>, 2012, and \$55,000 was budgeted for this Capital Project.

### **BACKGROUND:**

- The City put out a bid request to purchase a 14-15 passenger van in January of 2013. Five bids were received and opened on February 12<sup>th</sup>, 2013. All bids were rejected as not being responsive bids, as all bids were either over budget or failed to meet the requirements as outlined in the City bid documents.
- The City Manager had an opportunity to personally review and inspect a used van while on personal leave that met the needs and requirements of PCR. A 2012 Ford Vanterra was purchased from Davey Coach Sales in Sedalia, CO for \$53,629.00
- The van was freighted to Unalaska via Samson Tug & Barge for \$4,048.20 bringing the total cost of the vehicle acquisition and implementation to \$57,677.20
- The van has been capitalized and entered as a Fixed Asset (14GFPCRM01)

**DISCUSSION:** The approved budget for the vehicle replacement was \$55,000. It was purchased for \$53,629, but the freight to Unalaska was \$4,048.20. As a consequence, the project was over budget by \$2,677.20.

In an effort to manage Capital Projects, and allocate capital project funds as necessary, several capital projects have been highlighted to be closed and any remaining funds be returned to the corresponding accounts. PW302 is one such project highlighted to be

closed. However, the project cannot be closed with a negative balance, the necessity of increasing the budget of this particular capital project to cover incurred costs.

**ALTERNATIVES:** The increase in the budget could be denied, which in that case, the project will not be closed and shall remain open. The deficit will have to be dealt with at some point.

**FINANCIAL IMPLICATIONS:** In order to close the project, \$2,677.20 will have to be transferred from the General Fund budgeted surplus into the project budget.

**LEGAL:** None

**STAFF RECOMMENDATION:** The increase to the capital project is recommended.

**PROPOSED MOTION:** "I move to approve this motion."

**CITY MANAGER'S COMMENTS**: I recommend approval of Ordinance 2014-03

### MEMORANDUM TO COUNCIL

**TO:** MAYOR AND CITY COUNCIL MEMBERS

THRU: CHRIS HLADICK, CITY MANAGER

FROM: DAN WINTERS, DPU DIRECTOR

**DATE:** FEBURARY 11, 2014

RE: ORDINANCE 2014-03 BUDGET AMENDMENT REQUEST:

FUNDING THE POWERHOUSE WASTE HEAT TO ENERGY

PROJECT IN THE AMOUNT OF \$754,847.

**SUMMARY:** This Budget Amendment request will provide funds in the amount of \$754,847 for the construction portion of the Waste Heat Recovery Project. The total construction cost for this project is \$1,249,555, which puts the total project costs at \$2,550,347. Funding for this project will come from the Electric Proprietary Fund Retained Earnings.

Staff recommends sole sourcing the installation of the Electratherm units to Electrical Power Systems (EPS). These units will be connected to our upgraded powerhouse control system and intertie with the powerhouse house power. EPS is the design contractor for this project, was the designer of the New Powerhouse, and the installation contractor for the C280 16. They are also our SCADA specialist and will be the major contractor upgrading the powerhouse control system.

### **PREVIOUS COUNCIL ACTION:** Previous Council Actions are as follows:

- At the January 8, 2008 Council Meeting, Council approved Ordinance 2008-01, a budget amendment request for \$95,500, to be transferred from the retained earnings of the Electric Utility Proprietary Fund, to the Waste Heat Recovery Project at the Powerhouse.
- At the May 13, 2008 Council Meeting, Council adopted the 2009 operating and capital budget through Ordinance 2008-08, adding \$400,000 to the Waste Heat Recovery Project.
- On October 29, 2009, Council approved Resolution 2008-74, supporting the City Manager's pursuit of the \$1,300,000 in grant funding from Alaska Energy Authority (AEA).
- On February 9, 2010, Council approved the acceptance of AEA grant for \$1.3 million through Resolution 2010-12.
- Council has been updated several times on this Project's progress through the Department of Public Works' Project Update at various Council work sessions.
- At the October 22, 2013 Council Meeting, Council approved Resolution 2013-70, authorizing the City Manager to enter into an agreement with McKinley Services & Equipment in the amount of \$714,133.02, for the purchase of three Electratherm Green Machines.

**BACKGROUND:** Due to the ever increasing cost of fuel to produce electricity for the community, the City is looking at a number of options to realize cost savings. Utilizing waste heat from the powerhouse engines appeared to be a sensible approach worth pursuing and, to that end, the City hired EPS to conduct a feasibility study, which was completed in May 2008. Because the results of the study were promising, the City submitted a grant application to AEA to help fund a Waste Heat to Energy Project.

After receiving the grant from AEA for the project, the construction timeline was set for completion by July 2011. However, the technology for smaller ORC systems was still in a developmental stage with limited suppliers. As a result, the project completion was extended to July 2013 to provide time for other vendors to further develop their systems and to provide the City time for continued research.

The City was notified in June 2012 that Pratt & Whitney had stopped providing smaller scale systems, but other vendors such as Ormat and Electratherm supported the continuance of the project if the City considered stack robber units instead of ORC units using the lower temperature cooler. By August 2012, Ormat was no longer interested in providing smaller scale systems. However, Electratherm had begun producing the Green Machine ORC, which was being tested at the University of Alaska, Fairbanks.

A feasibility study was completed for the City in November 2012, focusing on the Electratherm ORC, and also looked at the feasibility of stack robbers. The study concluded that stack robbers would not be feasible until the City Powerhouse average demand exceeded 8 MW. The study determined that four (4) Electratherm Green Machine ORCs would be optimum to install. Unfortunately, due to the delays in starting this project, cost estimates have increased, and a decision was made to design for three (3) ORC units as that number could be supported by the current budget.

An updated schedule and budget was submitted to AEA in February 2013 to amend grant conditions and extend the project completion timeline to August 2014. In July 2013, 65% design was complete and submitted to AEA for review and comment. Due to the long lead time for acquiring the ORCs, AEA stated that the City may begin procurement under the grant.

In October 2013, the City ordered three Electratherm Green Machines through McKinley Services and Equipment. These ORC units will arrive in February 2014 and will be stored on the installation pads on the first floor of the Old Powerhouse.

On January 16, 2014, staff received Electrical Power Systems proposal of \$1,249,555 for the construction portion of the Waste Heat Recovery Project.

**<u>DISCUSSION</u>**: Now that staff has received Electrical Power Systems proposal of \$1,249,555 for the construction portion of the Waste Heat Recovery Project, it is necessary that staff return to Council with this budget amendment to fully fund the project. The EPS proposal is approximately \$600,000 over the original estimate due to additional 480 volt electrical upgrades needed in the Old Powerhouse. Through this budget amendment, Staff is requesting \$754,847 be taken from the Electrical Proprietary Fund Retained Earnings to fund this project.

In 2012, the Electratherm Green Machine 4000 was tested at the University of Alaska, Fairbanks. Based on the reliability testing following 1,100 hours of run time for full rated output, the testing team were very satisfied with the unit's operation and performance and estimated that one Green

Machine can generate more than 413,000 kWh a year with 24/7 daily operation. The UAF test was conducted under ideal conditions. We expect to achieve generation of 35 kWh or 306,600 kWh a year per machine. With three machines online this equates to 919,000 kWh per year with a savings of 61,266 gallons of fuel per year or \$214,433 at \$3.50 per gallon. The estimated total cost for this project is \$2,550,347, which equates to a pay off period of 12 years. If the pay off period is calculated using only the City's contribution of \$1,250,347, the pay off period equates to 5.8 years.

<u>ALTERNATIVES:</u> Staff had EPS conduct a feasibility study to look at all the alternatives for the waste heat recovery units. Based on our existing gen/set's jacket water temperature, flow, kW output, and cost, staff believes this is the best alternative.

**FINANCIAL IMPLICATIONS:** The City's current contribution to this project is \$495,500, which is \$124,307 short of the \$619,807 contribution required by the granting agency. Through this budget amendment request for \$754,847, the City's total contribution to this project will be \$1,250,347, which will satisfy the granting agency's requirements and provide the needed funds to complete the project.

TABLE 1
Project Cost and Funding Need

| rioje                      | ci Cosi | and runding ivee | u  |           |
|----------------------------|---------|------------------|----|-----------|
| <b>Project Costs:</b>      |         |                  |    |           |
| Design                     | \$      | 443,335          |    |           |
| Construction               | \$      | 1,249,555        |    |           |
| ORC Units (3)              | \$      | 714,133          |    |           |
| Contingency (10%)          | \$      | 143,324          |    |           |
| TOTAL COST                 |         |                  | \$ | 2,550,347 |
|                            |         |                  |    |           |
| <b>Current Funding:</b>    |         |                  |    |           |
| AEA Grant                  | \$      | 1,300,000        |    |           |
| Proprietary Fund           | \$      | 1,250,347        |    |           |
| GF Transfer                | \$      | -                |    |           |
| TOTAL REVENUE              |         |                  | \$ | 2,550,347 |
| <b>TOTAL PROJECT NEED:</b> |         |                  | \$ | -         |

**LEGAL:** The City Manager will decide if legal review is needed.

**STAFF RECOMMENDATION:** Staff recommends Council approve Ordinance 2014-03, which will provide the needed funds to complete the Powerhouse Waste Heat Recovery Project.

**PROPOSED MOTION:** I move to approve Ordinance 2014-03.

**<u>CITY MANAGER'S COMMENTS:</u>** I recommend approval of Ordinance 2014-03.

# CITY OF UNALASKA UNALASKA, ALASKA

### RESOLUTION 2014-17

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S RE-APPOINTMENT OF MATTHEW G. LIGHTNER TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE

WHEREAS, City of Unalaska Code of Ordinances §2.60.030 states that each member of a board or committee shall be appointed by the Mayor, subject to approval of the City Council; and

WHEREAS, Mayor Marquardt has considered the application of a member of the public to the Parks, Culture, and Recreation Advisory Committee and has submitted the name to the City Council for approval;

NOW THEREFORE BE IT RESOLVED that the Mayor's re-appointment of Matthew G. Lightner to the Parks, Culture, and Recreation Advisory Committee is confirmed:

MEMBEREXPIRINGMATTHEW G. LIGHTNERFEBRUARY 2017

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11<sup>TH</sup> DAY OF FEBRUARY 2014.

|            | MAYOR |  |
|------------|-------|--|
|            |       |  |
| ATTEST:    |       |  |
| CITY CLERK |       |  |

# **BOARD APPLICATION**

| NAME OF BOAR      | D APPLYING FOR:  |
|-------------------|--|
| FCR               | Advisory   |
| Date: 1-10-19     | Note: Application expires one year from date received.   |
| NAME:             | Matthew G. Lightner  |
| ADDRESS:          | PO BOX 626   |
|                   | Unalaska AL 59085  |
|                   |  |
| PHONE: Daytime    | a: 359.3248 Evening: 359-3248  |
| OCCUPATION:       | Fee. Maint.  |
| EMPLOYER:         | City of Unalaska   |
|                   |  |
|                   | RD/COMMITTEE EXPERIENCE:   |
| Currently         | PCR Advisory   |
| PAST L            | IDNS BOARD   |
| (Attached pages   | additional if necessary)   |
| Check the main i  | reason(s) for your interest:   |
| lamar             | eturning board or commission member whose term recently expired.   |
| I have e          | expertise I want to contribute.  |
| I am into         | erested in the activities the Board/Commission handles.  |
|                   | o participate in local government.   |
|                   | to make sure my segment of the community is represented.   |
| Other _           | term about to expire   |
| Please explain in | greater detail those you have checked:   |
|                   |  |
|                   |  |
|                   |  |
| It is suggested y | ou attach an outline of your education, work and volunteer experience, and other interests.  |
|                   | ou attach an outline of your education, work and volunteer experience, and other interests.<br>rn of this vacancy (circle one): Media Word of Mouth Solicitation Other |
|                   | rn of this vacancy (circle one): Media Word of Mouth Solicitation Other  |

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

PLEASE RETURN COMPLETED FORM TO CITY CLERK, CITY OF UNALASKA, PO BOX 610, UNALASKA, AK 99685 OR DROP IT OFF AT CITY HALL

# CITY OF UNALASKA UNALASKA, ALASKA

### **RESOLUTION 2014-18**

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S RE-APPOINTMENT OF KARIE WILSON TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE

WHEREAS, City of Unalaska Code of Ordinances §2.60.030 states that each member of a board or committee shall be appointed by the Mayor, subject to approval of the City Council; and

WHEREAS, Mayor Marquardt has considered the application of a member of the public to the Parks, Culture, and Recreation Advisory Committee and has submitted the name to the City Council for approval;

NOW THEREFORE BE IT RESOLVED that the Mayor's re-appointment of Karie Wilson to the Parks, Culture, and Recreation Advisory Committee is confirmed:

MEMBEREXPIRINGKARIE WILSONFEBRUARY 2017

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11<sup>TH</sup> DAY OF FEBRUARY 2014.

|            | MAYOR | <u>.</u> |
|------------|-------|----------|
|            |       |          |
| ATTEST:    |       |          |
| CITY CLERK |       |          |

# **BOARD APPLICATION**

| NAME OF BOAR       | D APPLYING FOR:   |
|--------------------|---|
| PCR Adviso         | ry Board- Renewal   |
| Date: 1/16/14      | _ Note: Application expires one year from date received.  |
| NAME:              | Karie Wilson  |
| ADDRESS:           | P.O. Box 1021   |
|                    | Unalaska, AK 99685  |
| PHONE: Daytime     | : <u>581-3979</u> Evening: <u>581-2867</u>  |
| OCCUPATION:        | Admin. Asst.  |
| EMPLOYER:          | Unalaska City School District   |
| I have served      | AD/COMMITTEE EXPERIENCE:  I on the PCR Board for the past 3 years.  |
| I also includ      | ed my previous application.   |
|                    | additional if necessary) eason(s) for your interest:  |
| lamar              | eturning board or commission member whose term recently expired.  |
| I have e           | xpertise I want to contribute.  |
|                    | erested in the activities the Board/Commission handles.   |
|                    | o participate in local government.  |
| I want t           | o make sure my segment of the community is represented.  Renewal  |
| I have enjoye      | greater detail those you have checked: ed my time serving on the Advisory Board and look forward to n D. in the future. I think I am a great link between the schools |
| It is suggested ye | ou attach an outline of your education, work and volunteer experience, and other interests.   |
| How did you lear   | n of this vacancy (circle one): Media Word of Mouth Solicitation Other  |
| 1-16-1             | 4 Karel Welson  |

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

PLEASE RETURN COMPLETED FORM TO CITY CLERK, CITY OF UNALASKA, PO BOX 610, UNALASKA, AK 99685 OR DROP IT OFF AT CITY HALL

# **COMMITTEES & COMMISSIONS APPLICATION**

| NAME OF BOARD     | APPLYING FÖR:   |
|-------------------|---|
| PCR Adv           | risory Board  |
| Date: 4/12/11     | Note: Application expires one year from date received.  |
| NAME:             | Karie Wilson  |
| ADDRESS:          | P.O. Box 1021   |
|                   | Unalaska, Alaska 99685  |
| PHONE: Daytime:   |   |
| EMAIL ADDRESS:    | kwilson@ucsd.net  |
|                   | Admin. ass't/Elem. Secretary<br><u>Unalaska City School Dist</u> rict   |
| I was on t        | D/COMMITTEE EXPERIENCE: he Southgate Mall Board of Directors in Missoula, MT fore moving to Alaska. I have also served on the PCR Advisory Board for cs. al if necessary  |
| Check the main re | eason(s) for your interest:   |
| X I am inte       | spertise I want to contribute. rested in the activities the Board/Commission handles. participate in local government. make sure my segment of the community is represented. arent_of_children_actively_involved_in_PCR_activities. |
| Please explain in | greater detail those you have checked:<br>that I would be a great addition to the Board and would have  |
|                   | that would be beneficial. I am a Girl Scout Leader, I have  |
|                   | that participate in the PCR leagues, and given my job, I know   |
|                   | ur local young individuals.   |
|                   | ou attach an outline of your education, work and volunteer experience, and other interests. Attached  |
| How did you lear  | n of this vacancy (circle one): Media Word of Mouth Solicitation Other PCR Volunteer  |
| April 12,         | 2011 Harre Welson SIGNATURE   |

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

PLEASE RETURN COMPLETED FORM TO ADDRESS LISTED ON OTHER SIDE OR DROP OFF AT CITY HALL

# CITY OF UNALASKA UNALASKA, ALASKA

### **RESOLUTION 2014-22**

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S APPOINTMENT OF JESSICA EARNSHAW TO THE UNALASKA PLANNING COMMISSION / PLATTING BOARD.

WHEREAS, Unalaska City Code Section 2.60.040 states that each member of a board or commission shall be appointed by the Mayor subject to approval of the City Council; and

WHEREAS, Mayor Marquardt has considered the application of a member of the public to the Unalaska Planning Commission / Platting Board and has submitted the name to the City Council for approval;

NOW THEREFORE BE IT RESOLVED that the following Mayor's appointment to the Unalaska Planning Commission/Platting Board is confirmed:

**FXPIRING** 

**MFMBFR** 

| JESSICA EARNSHAW   | FEBRUARY 2017 |
|--|---------------|
| PASSED AND APPROVED BY A DULY<br>UNALASKA CITY COUNCIL THIS 11 <sup>TH</sup> |               |
| ATTEST:  | MAYOR         |
| CITY CLERK   |               |

# **BOARD APPLICATION**

| NAME OF BOARD APPLYING FOR:  |
|--|
| Planning Commission & PlattingBoard  |
| Date: 130 2014 Note: Application expires one year from date received.  |
| NAME: UESSICA Earnshaw   |
| ADDRESS: P.O. Box 106  |
| Unalaska, ak. 99185  |
|  |
| PHONE: Daytime: 907-581-2048 Evening: 907- 359-53 77   |
| OCCUPATION: Legislative Information Officer  |
| EMPLOYER: State of Alaska  |
|  |
| PREVIOUS BOARD/COMMITTEE EXPERIENCE:   |
| Chamber of commerce. Rainbow's End Daycare.  |
| Worked for mayor and council members for 15 years.  (Attached pages additional if necessary)                 |
| Actached pages additional in necessary)  |
| Check the main reason(s) for your interest:  |
| I am a returning board or commission member whose term recently expired.                                     |
| I have expertise I want to contribute.   |
| I am interested in the activities the Board/Commission handles.  |
| I want to participate in local government.  I want to make sure my segment of the community is represented.  |
| Other  |
|  |
| Please explain in greater detail those you have checked:  I have lived in Walaska for the last 23 years.     |
| I have lived in Unalaska for the last 23 years. Would like to be apart of the public process.                |
|  |
| It is suggested you attach an outline of your education, work and volunteer experience, and other interests. |
| How did you learn of this vacancy (circle one): Media Word of Mouth Solicitation Other Website               |
| To an and a contract of  |
| January 30, 2014 SIGNATURE SIGNATURE   |
|  |

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

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# CITY OF UNALASKA UNALASKA, ALASKA

### RESOLUTION 2014-14

A RESOLUTION OF THE UNALASKA CITY COUNCIL APPROVING THE COUNCIL'S GOALS FOR THE FY15 BUDGET.

WHEREAS, budget guidelines help to ensure that the budget is prepared in a manner consistent with City Council desires; and

WHEREAS, the City Council has discussed and selected the attached set of budget goals for FY15; and

WHEREAS, management will utilize the adopted goals as guidelines when developing the FY15 budget.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council adopts the attached goals as a guideline for developing the FY15 budget.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY UNALASKA THIS 11<sup>TH</sup> DAY OF FEBRUARY 2014.

|            | MAYOR |  |
|------------|-------|--|
|            |       |  |
|            |       |  |
| ATTEST:    |       |  |
|            |       |  |
| CITY CLERK |       |  |