

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2020-03

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC, TO CONSTRUCT THE PARK AND PLAYGROUND PROJECT FOR \$1,917,750.00.

WHEREAS, the Park and Playground Project is an approved component of the City of Unalaska Capital & Major Maintenance Program; and

WHEREAS, the Park and Playground Project is comprised of the Sitka Spruce Park and the UCSD Playground; and

WHEREAS, the City of Unalaska has determined that it is in the best interests of the residents of the City of Unalaska to have such a project; and

WHEREAS, the City of Unalaska has provided funding for such project; and

WHEREAS, after soliciting for sealed bids as prescribed by the City of Unalaska Purchasing Policy, a negotiated scope of work was agreed upon with Northern Alaska Contractors, LLC, a local and experienced contractor; and

WHEREAS, the methodology by which the Scope of Work was agreed upon, and by which the Work will be awarded, has been deemed fair and reasonable and within the Project's budget.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Unalaska, Alaska, authorizes the City Manager to enter into an Agreement with Northern Alaska Contractors, LLC to construct the Park and Playground Project for \$1,917,750.00.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on February 11, 2020.


Vincent Tutiakoff
Mayor

ATTEST:


Marjie Veeder
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director of Public Works
Through: Erin Reinders, City Manager
Date: January 11, 2020
Re: Resolution 2020-03: A Resolution Authorizing the City Manager to Enter into an Agreement with Northern Alaska Contractors, LLC to Construct the 2020 Park and Playground Improvements Project for \$1,917,750.00

SUMMARY: Resolution 2020-03 will award the 2020 Park and Playground Improvements Project to Northern Alaska Contractors, LLC (NAC) for a total of \$1,917,750. There is adequate funding in the project budgets.

PREVIOUS COUNCIL ACTION: Council moved forward with design and construction of this work via the CMMP process, approving the following resolutions and their respective dollar amounts:

Sitka Spruce Park

FY19 CMMP and Resolution 2018-30 adopted April 24, 2018	\$70,000
FY20 CMMP and Resolution 2019-18 adopted April 23, 2019	\$808,185

UCSD Playground

FY2016 CMMP and Resolution 2015-27, adopted April 28, 2015	\$300,000
FY2020 CMMP and Resolution 2019-18, adopted April 23, 2019	\$1,026,485

BACKGROUND: This work includes the Sitka Spruce Park and the UCSD Playground. The two projects are similar in nature so staff issued one bid package for construction of both projects. The bid package contained two separate bid schedules with individual line items. The 2020 Park and Playground improvements bid on December 19, 2019. Northern Alaska Contractors (NAC) was the sole bidder.

DISCUSSION: The bids exceeded available funds so the contract scopes were negotiated to reduce the work to allow construction to proceed within available funding. Bid schedules of line item costs and negotiated costs are attached.

On Sitka Spruce Park, to reduce cost DPW assumed responsibility for demolition of the existing play equipment and surfacing. The separator wall between what used to be Aleutian Propane and the park will not be constructed. The cedar wood fence around the expanded parking lot was deleted from the scope. All accessories like benches, tables, trash can and grill were deleted from the project scope. These items will be furnished separately as needed by PCR. The final product will be an expanded parking area, a concrete basketball court, and three separate play areas.

On UCSD Playground, to reduce costs the artificial turf on the playfield was eliminated from the construction contract scope. An engineered playfield with an underdrain system and crowned surface will still be constructed but the surface will be fertilized and seeded soil as opposed to artificial turf. DPW will perform the existing playground/fence demolition and will relocate the guardrail on the parking area side of the field. Additional light poles will not be installed. The final product will match design except for the changed playfield surfacing.

Bids exceeded available budget so the scope of work was negotiated to allow construction to proceed within budget. Summary of bids compared to available budget and the negotiated price shown below.

	NAC Bid	Budget	Negotiated Price
Sitka Spruce Park	\$870,500.00.....	\$788,669.15	\$759,000.00
UCSD Playground	<u>\$1,559,750.00.....</u>	<u>\$1,262,056.88</u>	<u>\$1,158,750.00</u>
Totals	\$2,430,250.00.....	\$2,050,725.90	\$1,917,750.00

ALTERNATIVES: Council may elect to re-advertise the work or not to award at this time.

FINANCIAL IMPLICATIONS: The current budget for both Sitka Spruce Park and the UCSD Playground project is able to absorb the bid price. After award, the remaining project budget balance will contain \$132,306.80 which will be used for contingency, Construction Administration and Inspection Services.

	<u>Unencumbered Balances</u>
Sitka Spruce Park (Munis PR19B).....	\$788,669.15
<u>UCSD Playground (Munis SS601).....</u>	<u>\$1,262,056.88</u>
Total Unencumbered Balances.....	\$2,050,725.00
Total Award to NAC	\$1,917,750.00
Remaining Balance.....	\$132,306.80

LEGAL: N/A

STAFF RECOMMENDATION: I recommend Council award the work to Northern Alaska Contractors, LLC to perform the work.

PROPOSED MOTION: I move to approve Resolution 2020-03 and award the work to Northern Alaska Contractors, LLC. for \$1,917,750.00.

CITY MANAGER COMMENTS: I approve of Resolution 2020-03.

- ATTACHMENTS:**
1. Bid Tab
 2. UCSD Playground Bid Schedule
 3. Sitka Spruce Park Bid Schedule
 4. Standard Form of Agreement
 5. Final Development and Layout Plans

START - 2:00 pm
END - 2:10 pm

City of Unalaska
2020 PARK AND PLAYGROUND IMPROVEMENTS
BID TAB
December 19, 2019

Attachment 1
Bid Tab

Bidder	Bid Bond	Addendum Acknowledgement 01	Alaska Contractor and Business Licenses	UCSD Park Total Bid Price (U1-U20)	UCSD Park Add Alt 02 Light Poles	Sitka Spruce Park Total Bid Price (S1-S12)	Sitka Spruce Park Add Alt 01 Separator Wall
Northern Alaska Contractors	X	X	X	\$1,559,750.00	\$80,000.00	\$870,500.00	\$365,000.00

Magowan

Lori Gregory

**2020 PARK AND PLAYGROUND IMPROVEMENTS
UCSD PARK**

**Attachment 2
Bid Schedule**

Item No.	Est. Quant.	Unit	Description	NAC BID COSTS	NEGOTIATED FINAL CONTRACT COST
U1	1	LS	Mobilization/Demobilization	\$155,000.00	\$145,000.00
U2	1	LS	Demolition	\$81,000.00	\$51,000.00
U3	1	LS	Earthwork	\$260,000.00	\$260,000.00
U4	1	LS	Play Field	\$371,000.00	\$33,000.00
U5	1	LS	Basketball/Volleyball Court	\$181,000.00	\$181,000.00
U6	1	LS	Play Area: 8-Person Swing Set	\$112,000.00	\$112,000.00
U7	1	LS	Play Area: Pyramid Climber	\$52,000.00	\$52,000.00
U8	1	LS	Play Area: Boulder Stack	\$53,000.00	\$53,000.00
U9	1	LS	Chain Link Fence and Gates	\$142,000.00	\$142,000.00
U10	1	LS	Storm Drain	\$61,000.00	\$61,000.00
U11	1	LS	Concrete Sidewalk	\$9,000.00	\$9,000.00
U12	1	LS	Guardrail Relocation	\$23,000.00	\$0.00
U13	1	LS	Four-Square Painting	\$3,000.00	\$3,000.00
U14	1	LS	Bleachers	\$12,000.00	\$12,000.00
U15	2	EA	Picnic Table	\$6,000.00	\$6,000.00
U16	2	EA	Sign	\$6,000.00	\$6,000.00
U17	1	EA	Trash Can	\$1,000.00	\$1,000.00
U18	5	EA	Bench	\$22,500.00	\$22,500.00
U19	1	EA	Bike Rack	\$1,250.00	\$1,250.00
U20	2	EA	Soccer Goal	\$8,000.00	\$8,000.00
TOTAL				\$1,559,750.00	\$1,158,750.00
Additive Alternate 02 Light poles				\$80,000.00	\$0.00
GRAND TOTAL				\$1,639,750.00	\$1,158,750.00

**2020 PARK AND PLAYGROUND IMPROVEMENTS
SITKA SPRUCE PARK**

**Attachment 3
Bid Schedule**

Item No.	Est. Quant.	Unit	Description	NAC BID COSTS	NEGOTIATED FINAL CONTRACT COST
S1	1	LS	Mobilization/Demobilization	\$138,000.00	<i>\$130,000.00</i>
S2	1	LS	Demolition	\$40,000.00	<i>\$20,000.00</i>
S3	1	LS	Earthwork	\$205,000.00	\$205,000.00
S4	1	LS	Basketball Court	\$132,000.00	\$132,000.00
S5	1	LS	Play Area: Playground	\$180,000.00	\$180,000.00
S6	1	LS	Play Area: Summit Rock	\$40,000.00	\$40,000.00
S7	1	LS	Play Area: Pyramid Climber	\$52,000.00	\$52,000.00
S8	1	LS	Wood Fence and Gate	\$60,000.00	<i>\$0.00</i>
S9	2	EA	Picnic Table	\$6,000.00	<i>\$0.00</i>
S10	1	EA	Trash Can	\$1,000.00	<i>\$0.00</i>
S11	3	EA	Bench	\$13,500.00	<i>\$0.00</i>
S12	1	EA	Grill	\$3,000.00	<i>\$0.00</i>
TOTAL				\$870,500.00	\$759,000.00
Additive Alternate 01 Separator Wall				\$365,000.00	\$0.00
GRAND TOTAL				\$1,235,500.00	\$759,000.00

Section 00500
**STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020, by and between the City of Unalaska (hereinafter called OWNER) and _____
_____ (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

The work will include, but not be limited to, furnishing all labor, tools, equipment, and materials and performing all operations in connection with the **2020 PARK AND PLAYGROUND IMPROVEMENTS**. The Work includes demolition of existing park improvements and construction of various playgrounds, concrete basketball courts, fencing, and general improvements at two existing City parks.

1. Project Locations:
 - a. UCSD (Unalaska City School District) Park, Unalaska High School, Broadway Avenue, Unalaska, AK 99685
 - b. Sitka Spruce Park, Biorka Drive, Unalaska, AK 99685
2. Owner: City of Unalaska, Department of Parks, Culture and Recreation

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

- Construction Drawings (Plan Sheets)
- Technical Specifications
- Agreement
- State of Alaska Title 36 Wage Rate Requirements
- Instructions to Bidders
- Bid Forms
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary Conditions
- Addenda numbers _____ to _____, inclusive.

PARK - PLAYGROUND

00500

- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. CONTRACT TIME

- 2.1 The CONTRACTOR is allowed **150-days** for this work.
- 2.2 Liquidated Damages. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. These losses include inconvenience to the City, administration and inspection costs, loss of efficiency and general inconvenience to the public. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified above for *Final Completion* and readiness for final payment.

Article 3. CONTRACT PRICE

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

Article 4. PAYMENT PROCEDURES

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

- 4.1. Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials.
- 4.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.

- a. Ninety percent of work completed.

- b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

4.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.

- 4.2. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.

4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

Article 5. INTEREST ON RETAINAGE

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

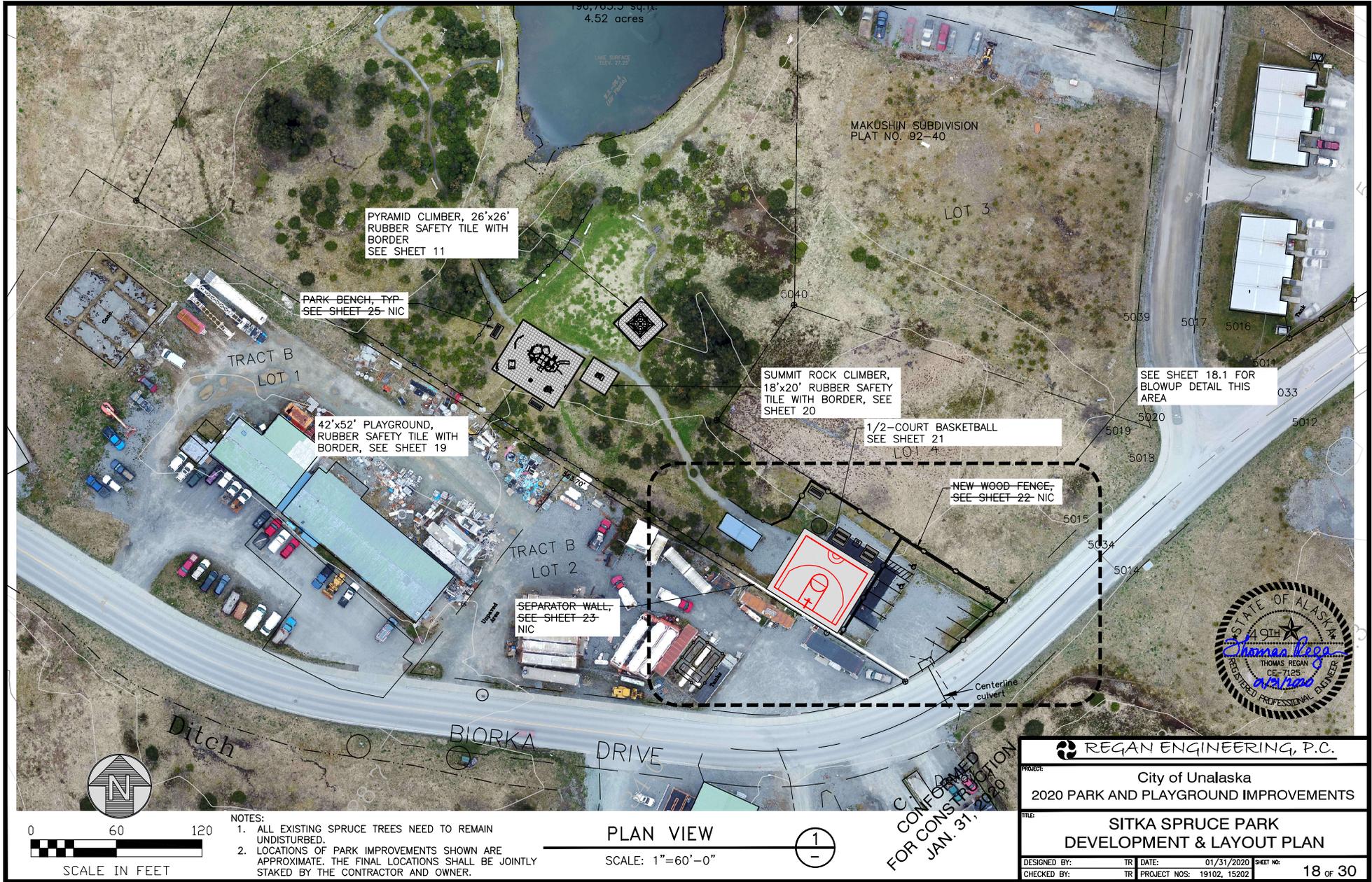
- 6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- 6.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site

and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.

- 6.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5. CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

- 7.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 7.2. The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bonds, and Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of the Work. The Performance and Material Payment Bonds shall be in the amount of 100% of the contract bid price. **All Work shall be performed in accordance with the Laborers' and Mechanics' Minimum Rates of Pay as required by Title 36 AS 36.05 & AS 36.10 published by the Alaska Department of Labor.**
- 7.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 7.5. Until Contractor receives notice from the City that project records need not be preserved, Contractor shall preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its subcontractors' or agents' possession or control, or that come into its or its subcontractors' or agents' possession or control that relate to the Work.



- NOTES:
1. ALL EXISTING SPRUCE TREES NEED TO REMAIN UNDISTURBED.
 2. LOCATIONS OF PARK IMPROVEMENTS SHOWN ARE APPROXIMATE. THE FINAL LOCATIONS SHALL BE JOINTLY STAKED BY THE CONTRACTOR AND OWNER.

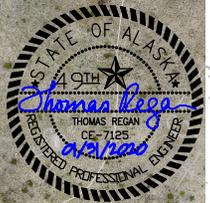
PLAN VIEW

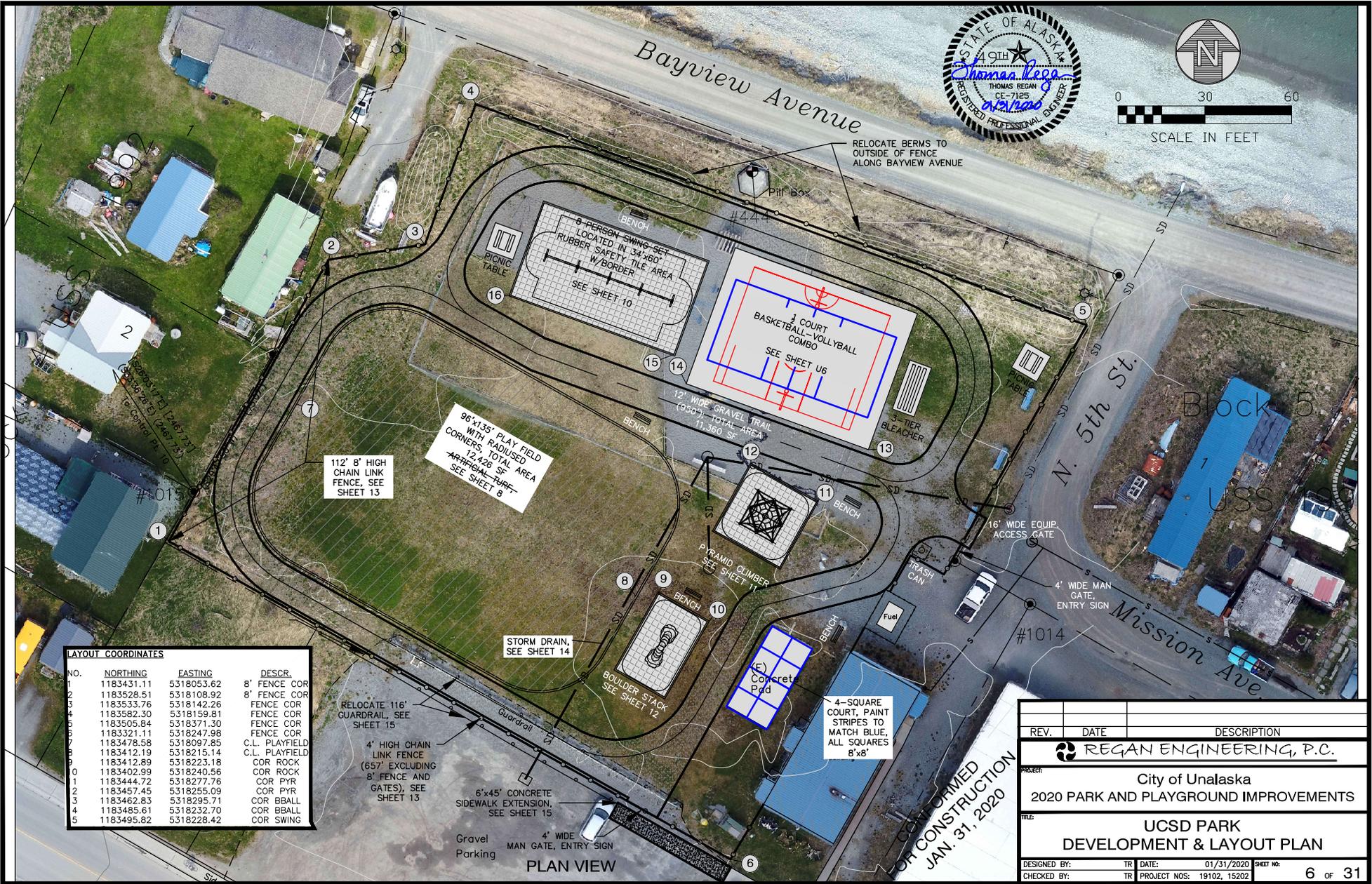
SCALE: 1"=60'-0"



CONFORMED
 FOR CONSTRUCTION
 JAN. 31, 2020

REGAN ENGINEERING, P.C.			
PROJECT: City of Unalaska 2020 PARK AND PLAYGROUND IMPROVEMENTS			
TITLE: SITKA SPRUCE PARK DEVELOPMENT & LAYOUT PLAN			
DESIGNED BY:	TR DATE:	01/31/2020	SHEET NO:
CHECKED BY:	TR PROJECT NOS:	19102, 15202	18 of 30





LAYOUT COORDINATES			
NO.	NORTHING	EASTING	DESCR.
1	1183431.11	5318053.62	8' FENCE COR
2	1183528.51	5318108.92	8' FENCE COR
3	1183533.76	5318142.26	FENCE COR
4	1183582.30	5318159.81	FENCE COR
5	1183505.84	5318371.30	FENCE COR
6	1183321.11	5318295.71	FENCE COR
7	1183478.58	5318097.85	C.L. PLAYFIELD
8	1183412.19	5318215.14	C.L. PLAYFIELD
9	1183412.89	5318223.18	COR ROCK
0	1183402.99	5318240.56	COR ROCK
1	1183444.72	5318277.76	COR PYR
2	1183457.45	5318255.09	COR PYR
3	1183462.83	5318295.71	COR BBALL
4	1183485.61	5318232.70	COR BBALL
5	1183495.82	5318228.42	COR SWING

RELOCATE 116' GUARDRAIL, SEE SHEET 15

4' HIGH CHAIN LINK FENCE (657' EXCLUDING 8' FENCE AND GATES), SEE SHEET 13

6'x45' CONCRETE SIDEWALK EXTENSION, SEE SHEET 15

Gravel Parking

NOT FOR CONSTRUCTION
JAN. 31, 2020

REV.	DATE	DESCRIPTION
REGAN ENGINEERING, P.C.		
PROJECT: City of Unalaska 2020 PARK AND PLAYGROUND IMPROVEMENTS		
TITLE: UCSD PARK DEVELOPMENT & LAYOUT PLAN		
DESIGNED BY: TR	DATE: 01/31/2020	SHEET NO: 6 OF 31
CHECKED BY: TR	PROJECT NOS: 19102, 15202	

PLAN VIEW