

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2024-47

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KNIK CONSTRUCTION CO., INC. FOR THE SUPPLY OF AGGREGATE (ROCK AND TRACTION SAND) FOR ROAD MAINTENANCE AND LANDFILL USE

WHEREAS, the City of Unalaska requires aggregate (rock and traction sand) for road maintenance and landfill use; and

WHEREAS, the City published an Invitation to Bid on August 26, 2024 for the supply of aggregate (rock and traction sand) for road maintenance and landfill use, with a submission deadline of September 27, 2024, and one qualified bid was submitted; and

WHEREAS, approving the execution of this contract will ensure the city continues to receive aggregate for the current fiscal year, with options to extend for two additional one-year terms; and

WHEREAS, the Unalaska City Council has appropriated funding for aggregate for the current fiscal year.

NOW THEREFORE BE IT RESOLVED that the City Manager is authorized to enter into an agreement with Knik Construction Co., Inc. for the supply of aggregate (rock and traction sand) for road maintenance and landfill use for the City of Unalaska, for the current fiscal year with options to extend for two additional fiscal years.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on October 22, 2024.


Alejandro Tungul
Vice Mayor

ATTEST:


Estkarlen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Scott Brown, Public Works Director
Through: Marjie Veeder, Acting City Manager
Date: October 22, 2024
Re: Resolution 2024-47: Authorizing the City Manager to enter into an agreement with Knik Construction Co., Inc. for the supply of aggregate (rock and traction sand) for road maintenance and landfill use

SUMMARY: Resolution 2024-47 will authorize the City Manager to enter into a contract with Knik Construction for the supply of aggregate (rock and traction sand) for road maintenance and landfill use. The initial term is for the current fiscal year (FY25), with options to extend for two additional one-year terms (FY26 and FY27). Staff recommends adoption.

PREVIOUS COUNCIL ACTION: None for this contract.

BACKGROUND AND DISCUSSION: The City of Unalaska released an Invitation to Bid (ITB) on August 26, 2024 for the supply of aggregate (rock and traction sand) for road maintenance and landfill use, with a submission deadline of September 27, 2024. To assist potential bidders, we held one pre-bid conference on Friday, September 13, 2024. We had two interested bidders at the pre-bid meeting. After the bid period closed, we received one bid. The review team evaluated the submission and selected Knik Construction as the most qualified and lowest bidder. Knik Construction was notified and issued a notice of award on October 8, 2024. The Department of Public Works recommends that the City Manager be authorized to enter into an agreement with Knik Construction as the lowest bidder.

ALTERNATIVES: Council's alternatives include adoption of Resolution 2024-47; or requesting staff to publish another Invitation to Bid.

FINANCIAL IMPLICATIONS: Aggregate for road maintenance and landfill use included in the FY25 Operating Budget, which was adopted on June 11, 2024.

LEGAL: The city attorney concurs with the bid review team's recommendation to award the contract to Knik Construction.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2024-47.

PROPOSED MOTION: I move to adopt resolution 2024-47.

CITY MANAGER COMMENTS: The City requires aggregate for road maintenance and landfill use. It is unfortunate that only one bid was received, but not surprising as there is only one source of aggregate on the island. I concur with the Staff Recommendation.

ATTACHMENTS: (1) Invitation to Bid; (2) Knik's Bid; and (3) Notice of Award



Invitation to Bid

FY25-27 Aggregate Supply Services

Issue Date: August 26, 2024

Bid Due Date: September 27, 2024

City of Unalaska
Department of Public Works
P.O. Box 610
Unalaska, Alaska 99685
907-581-1260

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- Attachment A – Qualifications Experience and References
- Attachment B – Bid Form
- Attachment C – Product Order Form
- Attachment D – Form of Aggregate Supply Contract
- Attachment E – Insurance Requirements

I. GENERAL

The City of Unalaska requests sealed bids for a supply of aggregate products for FY25 – FY27 (July 1, 2024 – June 30, 2027).

Sealed bids will be received by 2:00 pm local time on Friday, September 27, 2024, at the City Hall Clerk's Office. Any bids received after the time and date specified will not be considered.

City of Unalaska
Office of the City Clerk, Estkarlen Magdaong
P.O. Box 610
43 Raven Way
Unalaska, Alaska 99685
Tel. 907-581-1251
Fax 907-581-1417
emagdoang@ci.unalaska.ak.us

An electronic copy of the ITB documents may be obtained from the City of Unalaska website:
<http://www.ci.unalaska.ak.us/rfps>, for no charge.

All questions about this Invitation to Bid must be directed to the Project Manager of Public Works.

City of Unalaska
Department of Public Works,
Marc Kielmeyer, Project Manager
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260
mkielmeyer@ci.unalaska.ak.us

Each Bid must be submitted on the prescribed Bid form and accompanied by submittal information as prescribed in the Instruction to Bidders.

A pre-bid conference will be held on Friday, September 13, 2024 at 2:00 p.m. at the City of Unalaska Department of Public Works. The pre-bid conference may be attended in person or by teleconference at 1-888-204-5984, Access Code 2005439.

This INVITATION TO BID Package includes the following documents:

- Invitation to Bid
- Instructions to Bidders
- Attachment A – Qualifications Experience and References
- Attachment B – Bid Form
- Attachment C – Product Order Form
- Attachment D – Form of Aggregate Supply Contract
- Attachment E – Insurance Requirements

INSTRUCTIONS TO BIDDERS

1. Defined Terms.
Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - A. Bidder - one who submits a Bid.
 - B. Bidding Documents - the Bidding Requirements (including all Addenda issued prior to receipt of Bids).
 - C. Bidding Requirements - the Invitation to Bid, Instructions to Bidders, and Bid Form, plus additional documents that may be submitted with the Bid.
 - D. Issuing Office - the City of Unalaska, Department of Public Works, from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - E. Low Bidder - Low Bidder or Bidders will be determined on the basis of the lowest Amount for each individual bid item. A Bidder may submit a Bid on one or more individual Bid items.
 - F. Product Loading Area (PLA) – area designated by the Bidder where the Bidder will load the Aggregate into the City trucks. Any and all PLA's shall be located on the City of Unalaska Road system, including roads without public Rights-of-Way, provided legal access is assured by the supplier.
 - G. Successful Bidder - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an Award. NOTE: There may be one or more successful bidders. Bids for individual items may be awarded to different bidders. Refer to item 1E, above.
 - H. Certified Scale - a commercial weighing system certified according to the specifications, tolerances and regulations for commercial weighing and measuring devices contained in the National Bureau of Standards, Handbook 44, as adopted by Alaska Statute, Section 45.75.050. (d). All commercial scales are subject to approval according to the Weights and Measures Act, AS 45.75. The Certified Scale must be of sufficient length and width to accommodate the entire truck such as a double-axle end dump or a tractor-trailer side dump. End dump and pup (EDP) may scale separately while connected.

II. PURPOSE

The City of Unalaska is seeking bids from qualified bidders. This Invitation is made in order to enter into an approximately two-year contract, from execution of the Aggregate Supply Agreement to June 30, 2025, with an option for two (2) one-year extensions if requested by the City.

III. SCOPE OF SERVICES

Products must meet the specification and requirement described in this ITB. Bids must be submitted on the attached Bid Form (Attachment B) and must specify the unit price for each item.

IV. QUALIFICATIONS EXPERIENCE AND REFERENCES

Interested companies are requested to submit a completed Bid Form together with the following information, which shall be used to determine if bidders are qualified to bid on the contract. Please see Attachment "A".

COMPANY PROFILE: Provide an overview of your company, including years of experience, certifications, and any affiliations. Location of the home office and scope of services offered.

STAFF QUALIFICATIONS: Qualifications and training of your operations and staff.

NARRATIVE: Briefly describe the methodology you would use to provide the services needed.

REFERENCES: Include references from previous or current customers, preferably customers with similar needs. The City may determine that a bidder lacking favorable references is not qualified.

EQUIPMENT: List of types of equipment and vehicles available for providing services. The City shall determine that a bidder is not qualified if the bidder does not identify vehicles and equipment necessary for safe and satisfactory deliver of Product.

V. PRODUCT BID & PRICING

1. **BID PRICE / ANNUAL RENEWAL**

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

2. **Examination of Bidding Documents.**

A. It is the responsibility of each Bidder before submitting a Bid:

1. To examine thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
2. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Product;
3. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data;
4. To promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Bidding Documents; and
5. To review applicability of the City of Unalaska sales tax to any purchases of materials or services related to the Work.

B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Invitation to Bid that, without exception, the Bid is premised upon performing and furnishing the material required by the Bidding Documents; that Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by the City is acceptable to Bidder; that the lands upon which the PLA is to be located have legally sufficient rights-of-way and easements for access thereto; and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3. **Interpretations and Addenda.**

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

B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City of Unalaska.

4. **Bid Form.**

A. The Bid Form is included here as Attachment "B".

B. Bid Form must be completed by printing in black ink or typed.

- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
 - D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - E. All names must be typed or printed in black ink below the signature.
 - F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
 - G. The address, telephone, and email address for communications regarding the Bid must be shown.
5. **Modifications and Withdrawal of Bids.**
- A. Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by facsimile. If by facsimile, the modification received shall be over the signature of the Bidder and shall be received before the date and time set for receipt of Bids. Facsimile messages shall be worded as to not reveal the amount of the original or modified Bid. Bid modifications must be sent to the office to which the original Bid is delivered or sent.
 - B. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid.

VI. THE PRODUCTS & PRODUCT SPECIFICATIONS

PRODUCTS

Product	Weight – Tons (Estimated First Year Only)
Surface Course E-1	6,000
Subbase Grading A	2,600
Traction Aggregate ¾"	2,000
Riprap-Class III	4,000
TOTAL TONS	14,600

The tons of products listed above represent the estimated amount required by the City for the first year of the supply contract. Tons may increase or decrease as needs arise within the City. Other City of Unalaska Departments may require aggregate products, and unit prices specified in a Bid shall apply to ALL City of Unalaska product purchases.

ORDERS

All orders shall be placed electronically and will be placed on the "Product Order Form". Please see Attachment "C".

PRODUCT SPECIFICATIONS

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

ADOT Standard Specifications for Highway Construction 2020 Edition, along with Standard Modifications for 2020 Effective April 15, 2024 shall apply to this Invitation to Bid. Certification tests for Specification compliance will be required by the City for rock quality where requirements are specified. The successful bidder is required to provide new and current 3rd party independent laboratory tests for the manufactured materials before the City takes delivery. A representative of the Owner shall be present to witness material sampling.

The standards to meet each quality are tabulated below.

703-2.03 Aggregate for Base and Surface Course. Crushed stone or crushed gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality. Free from clay balls, vegetable matter, or other deleterious matters. Meet Table 703-1:

**Table 703-1
Aggregate Quality Properties for Base and Surface Course**

PROPERTY	BASE COURSE	SURFACE COURSE	TEST METHOD
L.A. Wear, %	50, max.	45, max	AASHTO T 96
Micro-Deval	15%, max	15%, max	AASHTO T 327
Fracture, %	70, min.	70, min., 1 Face	ATM 305
Liquid Limit	----	35, max.	ATM 204
Plastic Index	6, max.	10, max.	ATM 205
Sodium Sulfate Loss, %	9, max. (5 cycles)	9, max. (5 cycles)	AASHTO T 104

Meet Table 703-2 aggregate gradation requirements, as determined by ATM 304

Table 703-2
Aggregate Gradation for Base and Surface Course
 Percent Passing by Weight

SIEVE	GRADATION			
	BASE COURSE		SURFACE COURSE	
	C-1	D-1	E-1	F-1
1-1/2 in.	100			
1 in.	70-100	100	100	100
3/4 in.	60-90	70-100	70-100	85-100
3/8 in.	45-75	50-80	50-85	60-100
No. 4	30-60	35-65	35-65	50-85
No. 8	22-52	20-50	20-50	40-70
No. 50	6-30	6-30	15-30	25-45
No. 200	0-6	0-6	8-15	8-20

703.209 Subbase. Hard, durable particles or fragments of stone or gravel. Do not use materials that break up when alternately frozen and thawed or wetted and dried. Do not include muck, frozen material, roots, sod, or other deleterious matter. Meet Table 703-8

Table 703-8
Quality Properties for Subbase

L.A. Wear, %	AASHTO T 96	50, max.
Liquid Limit	ATM 204	25, max.
Plasticity Index	ATM 205	6, max.
Micro-Deval	AASHTO T 327	25%, max.

Table 703-9
Aggregate Gradation for Subbase, Modified
 Percent Passing by Weight

SIEVE	GRADING				
	A	B	C	D	E
4 in.	100	--	--	--	--
3 in.	100	--	--	--	--
2 in.	85-100	100	--	--	--
1 in.	--	--	100	--	--
¾ in.	--	--	--	100	--
No. 4	15-60	15-60	40-75	45-80	--
No. 16	--	--	20-43	23-50	--
No. 200	10 Max.	0-6	4-10	4-12	0-6

Traction Aggregate ¾". Crushed stone or crushed gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality. Free from clay balls, vegetable matter, or other deleterious matters. Meet Table Traction Aggregate ¾"

Table Traction Aggregate 3/4
Aggregate Gradation for Traction Aggregate ¾"

Sieve	Gradation %
3/4 in.	100
1/2 in.	20-55
3/8 in.	0-15
No. 4	----
No. 8	----
No. 50	----
No. 200	----

Riprap 611-2.01 Materials. Evenly graded stones that are hard, angular, and have no more than 50 percent wear at 500 revolutions as determined by AASHTO T 96. Use stones with breadth and thickness at least 1/4 of its length. Do not use rounded boulders or cobbles on slopes steeper than 2:1.

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

PRODUCT TRANSPORTATION

Surface Course E-1, Subbase Grading A3" minus, and Traction Aggregate ¾" shall be loaded by the Bidder at their PLA and hauled by the City. The City may haul to stockpile or directly to project locations solely at their discretion.

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

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

MEASUREMENT AND PAYMENT

Measurement for material provided shall be by the ton (2,000 pounds) as measured by a certified scale. Payment will be made within 30 days of receipt of invoices with supporting scale tickets. All Scale Tickets shall be provided to the City by the end of business day on day of delivery

Certified Scale

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

Do not use spring balances.

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

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

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

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

Furnish competent scale operators to operate the system.

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

a. Computer.

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

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

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

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

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

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

b. Tickets. Use a ticket printer that prints a legible, serially numbered weigh ticket for the City Engineer or designated inspector with the following information on each ticket. All weights must be at least to the nearest 100 pounds and will be provided to the City at the end of business of delivery date:

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

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

Submit the printout to the Engineer at the end of each shift. You will not receive payment for any hauled material until the printout is submitted. Invoices should only reflect the current order.

TESTING AND ACCEPTANCE

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

Quality Control Plan

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

- 1. Quality Control. The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Quality control is subsidiary to the applicable items. The Contractor shall perform quality control as follows:
 - a. Submit a Quality Control Plan no less than thirty days before the materials are made available for delivery or pickup. Include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Include test results for Gradation, LA Wear, and Micro-Deval performed by a certified laboratory for the proposed materials. Bidder to provide one (1) gradation

test for every 500 cubic yards of material delivered or made available to the City. Gradation testing can be performed by bidder or certified laboratory.

- b. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the City on a daily basis.
- c. Sample and test according to test methods required in the Specifications.

2. Acceptance Testing. The City has the exclusive right and responsibility for determining the acceptability of materials.

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

VII. BID SUBMISSION REQUIREMENTS & SELECTION PROCESS

Bids must be received by 2:00 pm on Friday, September 27, 2024, at the City Clerk's Office. Any bids received after the time and date specified may not be considered. It is the bidder's sole and independent responsibility to timely submit their bids and bidders assume the risk of delays in delivery of mail or delay or interruption of facsimile transmissions. Note that mail service to Unalaska is regularly delayed due to bad weather. The City may, in its sole discretion, relax or extend the submission deadline if reasonably deemed necessary. Bids shall remain open for 30 days.

A contract, if any, shall be awarded based upon the lowest responsive Bid from a responsible Bidder.

All questions or inquiries should be directed to:

City of Unalaska
Department of Public Works,
Marc Kielmeyer, Project Manager
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260
mkielmeyer@ci.unalaska.ak.us

VIII. OTHER ITEMS

The City reserves the right to reject any or all bids received. The selection of the lowest bid from a responsible bidder shall be at the sole discretion of the City of Unalaska. No agreement between the City and any bidder shall be effective until approved by the City Council of the City of Unalaska and signed by the City Manager or authorized City official. The City is not liable for any costs incurred by bidders in preparing or submitting Bids.

1. Award of Contract.

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

- B. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such other data, as may be requested in the Bid Form or prior to the Notice of Award. To determine a low Bid, the City shall use the first year estimated quantities
- C. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the location of the PLA and access thereto to the City's satisfaction prior to award.
- D. If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid(s) exceeds the funds then estimated by the City as available, the City may reject all Bids, reduce quantities, or take such other action as best serves the City's interests.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder(s) whose evaluation by the City indicates to the City that the award will be in the best interests of the City.
- F. In the event of failure of the lowest responsive, responsible Bidder(s) to sign the Contract, the Owner may award the Contract to the next lowest responsive, responsible Bidder(s). Such award, if made, will be made within 30 days after the opening of Bids.
- G. The Low Bidder will be determined on the basis of the lowest Amount for each individual bid item.

2. Signing of Agreement.

When the City gives a Notice of Award to the successful Bidder(s), it will be accompanied by the Aggregate Supply Contract, with all other written contract documents attached. Within 10 days thereafter, the Bidder shall sign and deliver the Aggregate Supply Contract. Thereafter, the City shall deliver one fully signed counterpart to Bidder. The Form of Aggregate Supply Contract is attached hereto as Attachment "D".

3. INSURANCE

The successful Bidder(s) will be required to provide City with the appropriate insurance coverage. Please see Attachment "E".

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

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

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

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

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

ATTACHMENT A

FY25-27 Aggregate Supply Services

QUALIFICATIONS EXPERIENCE AND REFERENCES

1. **COMPANY PROFILE:** Provide an overview of your company, including years of experience, certifications, and any affiliations. Location of the home office and scope of services offered.

2. **STAFF QUALIFICATIONS:** Qualifications and training of your operations and staff.

3. **NARRATIVE:** Briefly describe the methodology you would use to provide the services needed.

4. **REFERENCES:** Include references from previous or current customers, preferably customers with similar needs. The City may determine that a bidder lacking favorable references is not qualified.

5. **EQUIPMENT:** List of types of equipment and vehicles available for providing services. The City shall determine that a bidder is not qualified if the bidder does not identify vehicles and equipment necessary for safe and satisfactory deliver of Product.

ATTACHMENT B

FY25-27 Aggregate Supply Services

BID FORM

PRODUCT	PRICE PER TON (Scaled Weight)	PRICE IN WORDS
Surface Course E-1 Subbase Grading A – Modified 3" Traction Aggregate ¾" Riprap Class III		

Company Name: _____

Mailing Address: _____

Email Address: _____

Name of Authorized Representative (*Printed*): _____

Signature: _____

Date: _____

Contractor's License No.: _____ Business License No.: _____

Addendum #1 Acknowledged _____

ATTACHMENT C PRODUCT ORDER FORM

Requisitioner Info:	
Date	_____
Name	_____
Department	Roads
Phone	907.581.1260
Delivery Location	_____
PO#	_____
(Internal Use Only)	_____

Vendor Info:	
Name	_____
Address	_____

Phone	_____
Fax	_____
Attn:	_____

Item #	Quantity	Description	Unit Price	Total

Special Instructions:

Department Approval: _____

Dean/VP Approval: _____

Signature _____ Date _____

Signature _____ Date _____

ATTACHMENT D

FY25-27 Aggregate Supply Contract

THIS AGREEMENT is effective as of the _____ day of September 2024 (“Effective Date”), by and between the City of Unalaska (“Buyer”) and _____, (“Supplier”).

Buyer and Supplier, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. THE WORK

Supplier shall complete all work as specified or indicated in the Agreement and the Invitation to Bid. Specifically, and not to the exclusion of other terms and conditions, the work shall conform to the requirements of Invitation to Bid Article VI “The Products & Product Specifications.” Supplier warrants that all Products shall conform to the requirements set forth therein and Supplier’s performance of the work shall be in accordance with same.

The work is generally described as follows:

The Products

[Note: The below table shall be amended by the City prior to award to reflect the products to be included in the particular agreement.]

Product/Specification	Product	Weight – Tons (Estimated First Year Only)	Hauled By
Surface Course E-1	E-1	6,000	Buyer
Subbase Grading A, Modified 3”	3”	2,600	Buyer
Traction Aggregate ¾”	Traction Aggregate ¾”	2,000	Buyer
Riprap Class III	Riprap Class III	4,000	Supplier
Total Tons		14,600	

The tons of products listed above are estimated quantities required by the Buyer for the first year of the Agreement. Quantities may increase or decrease as needs arise with the Buyer. Other City

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

2. TERM OF AGREEMENT

The initial term of this Agreement is from the Effective Date through June 30, 2025. The Buyer shall have the option to exercise up to two, one-year extensions terms.

3. EXTENSION OPTION

Extension terms of the Agreement, if exercised, shall be on an annual basis not to exceed two one-year extensions on the same terms and conditions set forth in the original Agreement. Exercise of the extension term option shall be made at the discretion and election of the Buyer by May 15 of each year.

4. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

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

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

5. PAYMENT

Payment will be made within 30 days of receipt of invoices with supporting scale tickets. Payment shall be made per the following schedule, taken from the approved and accepted bid submitted by Supplier, a copy of which is attached and incorporated as Exhibit A to this Agreement.

PRODUCT	PRICE PER TON (Scaled Weight)
Surface Course E-1	\$
Subbase Grading A, Modified 3"	\$
Traction Aggregate ¾"	\$
Riprap Class III	\$

6. INSURANCE

Supplier shall obtain and maintain for the duration of the term of this Agreement, including any extension term, the insurance requirements set forth in Invitation to Bid Attachment E, INSURANCE REQUIREMENTS.

7. INDEMNIFICATION.

Supplier covenants and agrees to defend, indemnify and hold harmless Buyer, its officers, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Supplier's representations or warranties under this Agreement; (b) any breach of Supplier's obligations under this Agreement; (c) any act or omission of Supplier, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with this Agreement or concerning the work; PROVIDED, however, that Supplier shall not be under any obligation to defend, indemnify or save Buyer harmless against claims to the extent arising out of Buyer's gross negligence or intentional misconduct. Supplier's obligations under this paragraph shall survive termination of this Agreement.

8. COVENANT AGAINST CONTINGENT FEES

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

9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Buyer and Supplier consists of the following:

- a) Agreement;
- b) Invitation to Bid;
- c) Addendum(s) No _____; and
- d) Supplier's Bid Form.

10. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and (i) delivered personally to the designated officer of the party to whom directed; or (ii) sent by registered or certified United States mail, postage prepaid, return receipt requested. All such notices shall be addressed to the party to whom directed as follows:

Buyer: Public Works Director
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

Supplier:

Either party may change the address for receipt of written notice by notice to the other party in writing.

11. GOVERNING LAW & FORUM

This Agreement shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. In the event of a dispute under or as to the terms of this Agreement, the parties agree that jurisdiction and venue shall lie exclusively in the state courts of the Third Judicial District, Alaska.

12. ASSIGNMENT.

This Agreement may not be assigned by without the prior written consent of Buyer, which consent may be withheld at Buyer's reasonable discretion.

13. WAIVER.

The failure of either party to insist on the strict performance by the other party of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute waiver of any provision of this Agreement or limit either party's rights thereafter to enforce any provision or exercise any right, unless such waiver is evidenced in writing and executed. Any waiver shall extend only to the particular performance or breach so waived and shall not limit either party's rights with respect to any future performance or breach.

14. INTEGRATION AND MODIFICATION.

This Agreement together with the Exhibits thereto and the Contract Documents shall constitute the entire sole understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. Buyer and Supplier warrant that they are not relying on any representations other than those contained in this Agreement. No modification of the Agreement shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. The paragraph headings in this Agreement are for convenience and reference only, and do not modify the provisions of this Agreement.

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

Supplier:

Buyer:
CITY OF UNALASKA, ALASKA

By: _____

By: _____

Its: _____

Bil Homka, City Manager

Date: _____

Date: _____

ATTACHMENT E

FY25-27 Aggregate Supply Contract

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with contracted services provided by Contractor, its employees, agents or representatives.

A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:

1. **Commercial General Liability** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. **Commercial Automobile Liability** on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

4. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident
Bodily Injury by disease \$1,000,000 policy limit
Bodily injury by disease \$1,000,000 each employee

5. Additional coverage may be required in the contract depending on the final scope of work and activity. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Additional Insurance Provisions

1. **Acceptability of Insurers and Cancellation Notification:** Contractor shall place coverage with insurance companies rated A-: VIII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice.

2. **Additional insureds:** The City shall be covered as additional insured as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy and Commercial Auto Liability Policy. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.

3. **Primary Coverage:** For any claims related to contracted services performed by the Contractor, Contractor's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

4. **Waiver of Subrogation:** There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Commercial Auto, and Workers'

Compensation policies. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall 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, or Contractor shall be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

6. Verification of Coverage: Before service begins Contractor shall furnish the City with Certificates of Insurance on standard Acord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Public Works
PO Box 610, Unalaska
Unalaska, AK 99685

Email to: mkielmeyer@ci.unalaska.ak.us and risk@ci.unalaska.ak.us

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

7. Sub-Contractors Coverage: If the Contractor employs sub-Contractors to perform any work hereunder, the Contractor agrees to require such sub-Contractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all sub-Contractor certificates of insurance and endorsements for review of compliance.

8. Maintenance of Coverage: Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.

Attachment A

Qualifications Experience and References

1. **Company Profile:** Knik Construction Co., Inc. (Knik) specializes in complex, logistically challenging projects in hard-to-reach places. Knik has been building highways, roads, bridges, airstrips, and breakwaters for more than 50 years, across remote Alaska. Knik provides asphalt paving, airport construction and reconstruction, excavation, dredging, and crushing as well as barge transportation of aggregate products. Knik's home office is located at 6520 Kulis Drive Anchorage, AK 99502. Knik is proudly affiliated with such organizations as AGC of Alaska, AGC of America, NAWIC, The Alliance, and many more.¹

2. **Staff Qualifications:** Knik has assigned Senior Site Superintendent, Robbert "Taco" Esquibel to management of the Ugadaga Quarry. Mr. Esquibel brings 30+ years of heavy civil construction experience and 10 years of aggregate quarry management experience to this role. His specific certifications² include AK-CESCL, MSHA, CPR+AED, Excavation Competent Person, Drill and Blast Competent Person, and Silica Dust Competent Person.
 - a. Mr. Esquibel is supported by Knik's overhead structure including but not limited to:
 - i. Quality Control Manager
 - ii. Safety Manger
 - iii. Environmental Coordinator
 - iv. Estimating Team
 - v. Operations & Logistics management staff

3. **Narrative:** Material for this Aggregate Supply Services proposal will be sourced from the Ugadaga Quarry (Quarry) in Unalaska. Knik's generalized methodology for Quarry management and aggregate product(s) manufacturing is as follows.
 - a. Drill and blast raw materials in the Quarry
 - b. Crush raw blasted quarry materials into required aggregate products
 - c. Screen, sort, and blend crushed materials as needed to meet and/or exceed product specs
 - i. Verify product gradation with continuous QC testing every 500 yds of material produced
 - d. Load buyer's aggregate transportation vehicles with Knik equipment (E-1, Subbase Grading A, & Traction Aggregate ¾")
 - e. Load Knik Tractor-Trailer(s) with Class III Rip-Rap for transport to customer's specified location
 - f. Measure sold aggregate inventory utilizing a State of Alaska Weights and Measures certified platform scale
 - g. Generate and provide customer with load-weight ticket that includes the following:
 - i. Material description
 - ii. Date weighed
 - iii. Time weighed
 - iv. Ticket number
 - v. Vehicle Identification Number
 - vi. MAVW
 - vii. Gross weight/Tare weight
 - viii. Net weight
 - ix. Subtotal item net weight for each haul unit since start of shift
 - x. Accumulated item net weight for all haul units since start of shift

4. **References:** 2024 City of Unalaska Aggregate Supply³

¹ Full list of Organizational affiliations can be provided at request

² Complete list of Supt certifications and applicable training and experience can be provided at request

³ Additional References available upon request

RE: Invitation to Bid FY25-27 Aggregate Supply Services

- a. Brian Rankin
Roads Chief
City of Unalaska
(907)581-1260 Phone
(907)359-5034 Cellular
brankin@ci.unalaska.ak.us
- b. Salty Bock
Department of Transportation
M&O Operations Soldotna Office
(907)262-2199
(907)262-1185
salty.bock@alaska.gov

5. Equipment:

- a. Eljay 54" Cone Crusher
- b. Balzar 27x42 Jaw Crusher
- c. x2 Balzar 6x20 Screen(s)
- d. CEC Road Runner Rock Sorter
- e. Crusher control house and gen sets
- f. x8 30"X46' Conveyors
- g. Atlas Copco T35E-02 Drill
- h. Unibridge 70'X10' Truck Scales w/Office
- i. Quality Control Lab
- j. 385CL Cat Excavator W Thumb
- k. Hitachi ZX600LC Excavator
- l. D-10 R Caterpillar W/Ripper
- m. x2 988 F Caterpillar Wheel Loader
- n. 980 G Caterpillar Wheel Loader
- o. x2 A40 Volvo 6X6 Rock Truck
- p. x4 Peterbilt 378 Tractor
- q. x4 SMITHCO SXL3-4326 SIDEDUMP TRAILER - LEAD
- r. x4 SMITHCO SX93-3226 SIDEDUMP TRAILER - PUP

1 Full list of Organizational affiliations can be provided at request

2 Complete list of Supt certifications and applicable training and experience can be provided at request

3 Additional References available upon request

ATTACHMENT B

FY25-27 Aggregate Supply Services

BID FORM

PRODUCT	PRICE PER TON (Scaled Weight)	PRICE IN WORDS
Surface Course E-1	\$38.00	Thirty Eight Dollars
Subbase Grading A – Modified 3"	\$39.50	Thirty Nine Dollars & Fifty Cents
Traction Aggregate ¾"	\$57.00	Fifty Seven Dollars
Riprap Class III	\$117.00	One Hundred & Seventeen Dollars

Company Name: Knik Construction Co., Inc.

Mailing Address: 6520 Kulis Drive Anchorage, AK 99502

Email Address: knikbids@lynden.com

Name of Authorized Representative (Printed): Sean McKeown

Signature: 

Date: 9-26-2024

Contractor's License No.: CONE5268 Business License No.: 42390

Addendum #1 Acknowledged X - SPM

CITY OF UNALASKA
Department of Public Works
&
Department of Public Utilities
1035 East Broadway
P.O. Box 610
Unalaska, Alaska 99685
TEL (907) 581-1260 FAX (907) 581-2187



NOTICE OF AWARD

To: Knik Construction Co., Inc.
6520 Kulis Drive
Anchorage, AK 99502
Attn: Sean McKeown

Project: FY25-27 Aggregate Supply Services

Owner: City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685-0610
Attn: Scott Brown, Director of Public Works

The City of Unalaska has considered the bid submitted by Knik Construction Co., Inc. for the above-described project in response to its Invitation for Bids.

You are notified that your bid dated September 26, 2024 for the above project has been accepted and the City will enter into a contract with you for this work.

You are required under the terms of the Contract Documents to execute the Agreement and furnish the certificates of insurance as described in Attachment E of the Invitation to Bid within 10 calendar days from the date of this notice.

Thank you for your consideration and we look forward to working with you on a successful project.

Dated this 7th day of October, 2024.

By: _____

Scott Brown, Director of Public Works

Receipt of the foregoing Notice of Award is hereby acknowledged.

[Contractor Legal Name]

By:  Estimator
[Legal name of authorized representative, Title]

This 8th day of October , 2024.