



	Approved	Denied
Date Action Taken:	9/14/06	
Other:		
Verified by:	<i>[Signature]</i>	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 06-53**

**TITLE: CONTRACT AWARD TO ALASKA ROAD BORING IN THE AMOUNT OF \$300,000 FOR THE EAST SUSITNA WELL HOUSE.**

Agenda of: September 11, 2006  
 Originator: Public Works Director

Date: August 30, 2006

Route to:	Department	Signature/Date
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 8/30/06
X	Finance, Risk Management & MIS Director Purchasing	<i>[Signature]</i> 9/30/06
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i> 8/30/06
X	City Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:** *[Signature]*

**FISCAL IMPACT:**  yes \$300,000 or  no Funds Available  yes  no

Account name/number:

Pal-Was Phase 3 DCCED FY07 320-4369-436.45-xx \$300,000

Attachments: CIP Budget Sheet, Bid Scope, Sample Contract

**SUMMARY STATEMENT:** The bid opening for this project occurred on August 28, 2006 with the following results:

- 1) Alaska Road Boring \$394,300
- 2) E&E Construction \$623,000
- Engineer's Estimate \$350,000

This is a design-build project intended to allow the contractor to work with the engineer on the final design details while construction begins on the building foundation. A partial award is being recommended at this time while the final design details are refined to establish a final contract amount. The final contract amount is expected to be between \$350,000 and \$375,000, and it will be presented for City council approval once it has been established. The final design details are primarily with the mechanical equipment inside the building. The mechanical equipment includes the well pump and associated valves, electrical controls for the well pump and future booster pumps, building heating system, and chlorination equipment.

**ACTION:** Authorize the Mayor to execute contract with Alaska Road Boring in the amount of \$300,000 for the East Susitna Well House.

City Of Wasilla  
 Capital Improvement Project Detail  
 Fiscal Year 2007  
 Through Fiscal Year 2011

Project Title: Pal-Was Hwy Water Improvements Phase 3  
 Project Description: New water source and pressure zone  
 Department/Div.: Public Works

Project Number:                       
 (Assigned By Finance Department)

Ranking:                       
 (Assigned By Administration)

**Project Narrative:**  
 This project continues improvements to the newly constructed reservoir. A well house will be constructed over the exploratory well installed last year to bring the new water source online this year (400 gallons per minute). The well house will be designed to install booster pumps in 2008, that will established the upper pressure zone described in the City water master plan.

**Impact on Operating Budget:**  
 \$15,000 annually for gas, phone, electric, security, and water quality testing.

**Project Cost Summary**

Expenditure Category:

	Prior Budget	Project Expenditures To Date	Project Balance	Additions					Total CIP Cost
				Fiscal YR 2007	Fiscal YR 2008	Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	
Administration/OH	-	-	-	-	-	-	-	-	-
Land	-	-	-	-	-	-	-	-	-
Design Services	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	50,000	75,000	-	-	-	125,000
Construction	-	-	-	450,000	1,035,000	-	-	-	1,485,000
Equipment	-	-	-	-	-	-	-	-	-
Other Services	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>1,110,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,610,000</b>

**Funding Source Summary**

Funding Sources:

	Prior Budget	Project Revenue To Date	Project Balance	Additions					Total CIP Funding
				Fiscal YR 2007	Fiscal YR 2008	Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	
Federal:	-	-	-	-	-	-	-	-	-
State:	-	-	-	-	-	-	-	-	-
Legislative Grant	-	-	-	400,000	1,110,000	-	-	-	1,510,000
Local:	-	-	-	-	-	-	-	-	-
Operating Transfers	-	-	-	100,000	-	-	-	-	100,000
<b>Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>1,110,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,610,000</b>

Cost Beyond 5-Year Program: \$ -

**ADVERTISEMENT FOR BIDS**

Sealed Bids for construction of the East Susitna Well House – Schedule A will be received at the City of Wasilla Public Works Department, 290 East Herning Avenue, Wasilla, Alaska, 99654-7091 (Owner), until 3:00pm, local time, on the 28th day of August, 2006. Bids will then be publicly opened. Any Bids received after the specified time will not be considered.

On August 17, 2006, there will be a non-mandatory pre-bid conference at 10:00am, local time, at the Owner's office, followed by a non-mandatory site visit. Questions will be received and answered by the Owner's project manager and engineer. Contractors submitting bids should have any questions submitted in writing at this conference or no later than August 22, 2006. No addendums will be issued after August 24, 2006.

The work described in the 65% completion Drawings and Specifications is for Schedule A. The contract, if awarded, is to be awarded on the basis of the lump sum price for Schedule A the Bidder's proposed schedule and the Bidder's qualifications to perform Schedule A work.

- A. Schedule A is to provide the well house building and associated mechanical and electrical equipment, as shown on the 65% completion Project Drawings and Specifications. The successful Bidder will be expected to provide input to the design firm as the design progresses to the 100% completion level. Information required to construct the Project will be shown on the Project Drawings. No comprehensive specification package will be developed.

The estimated construction cost for Schedule A is \$250,000 to \$350,000.

Bidding Documents may be obtained from the Owner's office upon payment of \$50. Return of the documents is not required, and the amount paid for the documents is nonrefundable. If Bidding Documents are to be delivered to contractors, subcontractors, suppliers, or other interested parties, an additional \$50 payment is required.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders, payable to the Owner in an amount not less than 5 percent of the Schedule A amount Bid.

The Successful Bidder will be required to furnish the additional Bond(s) prescribed in the Bidding Documents.

In order to submit a Bid, Bidder and its Subcontractors shall hold Contractor and Business Licenses as required by State Statutes, and federal and local Laws and Regulations.

This project is subject to the Equal Employment Opportunity Requirements and has Disadvantage Business Enterprises provisions.

State of Alaska, Department of Labor, Title 36 wage rates will apply. No Bidder may submit a Bid if Bidder or any of its Subcontractors are or have been listed on the State of Alaska's list of wage rate violators or list of nonresident employment violators in the last 3 years.

EAST SUSITNA WELL HOUSE

Award of the Contract will be in accordance with the Bid Form and the Article 14, Basis of Bid; Comparison of Bids, specified in the Instructions to Bidders.

This project will be using state and federal funding and the project will be subject to the grant provisions of the funding agencies.

For information concerning the proposed Work, contact Bud Alto, P.E., CH2M HILL, (907) 646-0343.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 14th day of August, 2006.

City of Wasilla

Archie Giddings, Public Works Director

**END OF SECTION**

# EAST SUSITNA WELL HOUSE

Bid Opening: August 28, 2006 Time: 3:00 P.M.

	Contractor AK Road Boring	Contractor E & E Construction	Contractor	Contractor	Contractor
<b>Total Basic Bid Amount</b>	<b>\$394,300.00</b>	<b>\$623,000.00</b>			

	Contractor	Contractor	Contractor	Contractor	Contractor
<b>Total Basic Bid Amount</b>					

**EJCDC  
SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between City of Wasilla (Owner)

and Alaska Road Boring Company (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

East Susitna Well House Design-Build  
Initial Contract Amount \$300,000  
Final contract amount to be determined after final design.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

East Susitna Well House

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by CH2MHill, Bud Alto, P.E.

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment 120

A. The Work in Schedule A will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C. All specific cash allowances are included in the prices and have been computed in accordance with Paragraph 11.02 of the General Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

A. For all Work, a Lump Sum of: Initial Amount \$300,000 until final contract amount is determined through design-build process.

three hundred thousand

\$ 300,000

(use words)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 - PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

### 6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate allowed by Alaska Statute AS.45.45.010.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
  2. Performance bond (pages 1 to 2, inclusive).
  3. Payment bond (pages 1 to 2, inclusive).
  4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive). NA
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  5. General Conditions (pages 1 to 348, inclusive).
  6. Supplementary Conditions (pages 1 to 161, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings consisting of 23 sheets with each sheet bearing the following general title: well house
  9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive). NA
  10. Exhibits to this Agreement (enumerated as follows): NA
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Contractor's Bid (pages 1 to 4, inclusive).
    - c. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - d. \_\_\_\_\_.
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

#### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

#### 10.03 Successors and Assigns

A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective \_\_\_\_\_, \_\_\_\_ (which is the Effective Date of the Agreement). This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Designated Representatives:

Designated Representatives:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_