



MEMO

TO: Rorie Watt  
City Manager

DATE: May 1, 2019

FROM: Patty Wahto  
Airport Manager

RE: Proposed Supplemental Agreement to Secon Contract  
BE18-213 Juneau International Airport (JNU) Runway Safety Area, Phase 2C - Re-bid  
For Additional Apron Paving

**Secon Contract Background**

Secon was awarded the Juneau International Airport (JNU) Runway Safety Area, Phase 2C - Re-bid (BE18-213) September 6, 2018. The scope of work generally covered extensive grading, paving, and electrical improvements. The work areas in the contract cover the Northeast and Northwest development areas of the Airport including paving several areas used for both aircraft and vehicle movement. The current contract total with Secon is \$8,799,689.54, to-date. The work required under the proposed Supplemental Agreement is similar in nature to the base bid work. The contract would increase to \$8,884,439.54 with this supplemental.

**Scope of Supplemental Work**

There is a large unpaved ‘apron’ area between the east end of the Airport Terminal and Coastal helicopters that the Airport uses for snow storage as well as a buffer between helicopter and air carrier operations. This has been a constant issue for the loose rocks/debris between the air carrier jets parked at the terminal and adjacent helicopter operations. This area will be exacerbated during the taxiway rehabilitation project when adjacent temporary Taxiway H is in place starting Fall of 2019. The FAA has determined that this area is not eligible for FAA funds due to the temporary taxiway criteria and what is considered a ‘maintenance’ issue. The Assembly previously appropriated additional local match and contingency funds for the Juneau International Airport (JNU) Runway Safety Area, Phase 2C - Re-bid project (BE18-213). While this additional apron work is outside of the original scope of the RSA IIC work, the apron/paving work is similar to the RSA IIC apron construction currently underway.

Under this Supplemental Agreement, the Airport would pave a portion (16,000 sq. ft.) of the area abutting the helicopter lease area. The helicopter operator will be responsible for paving their own area currently under lease. The remaining (unpaved) area to the west will be paved at a future date since this area is planned for air carrier overnight parking and will require more substantial asphalt thickness, and may be eligible for future federal funding.

The estimated cost for this additional apron work is an amount **not-to-exceed** \$84,750. Since local contingency funds have already been appropriated to the RSA IIC project, no further funding appropriation is required; only concurrence with a Supplemental Agreement.

## **ATTACHMENT #3**

The Airport Board will consider this at their May 14, 2019 meeting.

Seccon has provided a quote to pave the Airport's portion of the apron that is within the budget approved by the Airport Board and is reasonable in scope and cost. See attached quote and diagram of area.

### **Public Interest**

The work contemplated for the supplemental agreement meets the criteria for a public interest finding as follows:

- Preparation of new bid documents and procurement of the work will cost additional funds.
- A separate procurement will delay the project until next construction season and would also interfere with the temporary taxiway use and taxiway rehabilitation project.
- The contemplated work is similar in scope to the work already performed by Seccon under the referenced contract (BE18-213).
- The proximity of the contemplated work to the work under contract to Seccon would give them an advantage if the work were to be bid.
- If the paving work is not done, there is a risk that aircraft could become damaged by either the engine ingestion or human injury by blowing rocks/debris. A delay would also cause interference with next season's taxiway project and temporary taxiway use abutting this apron.
- There are no known site constraints if the work were awarded to another contractor. However, Seccon has a batch plant on-airport for the current contract.
- Office administration and field inspection personnel are available to perform the work as a part of the Juneau International Airport (JNU) Runway Safety Area, Phase 2C - Re-bid (BE18-213). This will be more efficient utilizing the existing contract than if the work were performed in a separate contract.

### **Summary**

Based on the information presented, it is recommended that a Supplemental Agreement be executed with Seccon for the contemplated work. The additional construction cost to the project is at a cost not-to-exceed \$84,750, and is well within the Manager's authorization under 53.50.040 (C).

**ATTACHMENT #3**



P.O. BOX 32159  
 JUNEAU, ALASKA 99803  
 (907) 780-5145 FAX (907) 780-5896

**CONTRACT AGREEMENT**

CONTRACTING PARTY MAILING ADDRESS    CUST NO. \_\_\_\_\_  
 Juneau International Airport            JOB NO. \_\_\_\_\_

PHYSICAL ADDRESS: 1873 Shell Simmons Drive  
 Juneau, AK 99801

ATTN: Patty Wahto

DATE: May 1, 2019  
 Location: Juneau  
           Airport  
 Type: Ramp Paving  
 PH: Home  
 PH: Work 789-7821  
 PH Cell:  
 FAX:  
 EMAIL: [Patty.Wahto@jnuairport.com](mailto:Patty.Wahto@jnuairport.com)

APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE
		This estimate is for providing all labor, materials, and equipment to: One half of Area 1: Approximately 16,000 SF		
1	LS	Remove seven 15' x 15' concrete pads and haul off site. Grade Area 1 to drain and compact in preparation for asphalt placement.	\$ 5,250.00	\$ 5,250.00
300	TN	Purchase, haul, and place 3" D1 over Area 1.	\$ 30.00	\$ 9,000.00
470	TN	Saw cut edges of existing asphalt to provide clean joints. Apply tack coating to all adjoining edges. Haul, place, and compact 4" hot mix asphalt over Area 1. Asphalt to be placed in two 2" lifts with a tack coat in between.	\$ 150.00	\$ 70,500.00
		Note: Airport to remove 7" of existing material to accommodate placement of 3" D1 and 4" asphalt pavement.		
		TOTAL		\$ 84,750.00

City sales tax to be added where applicable.

Total price to be based on actual quantity or measurement unless indicated here, lump sum

**Quantities and prices above are guaranteed not to be exceeded.**

**+ SALES TAX**

Check here if tax exempt  
 Provide Number \_\_\_\_\_

● **ALL BIDS ARE CONSIDERED CONFIDENTIAL**

EXCLUSIONS: BOND, SURVEY, TESTING, UTILITY ADJUSTMENTS, PERMITS, STRIPING, ENGINEERING, TRAFFIC CONTROL

● **TERMS: Full payment due within 7 days of invoice**

**A FINANCE CHARGE OF .88%** per month (which is an annual percentage rate of 10.5%) will be imposed on any portion of your account not paid within 30 days after billing date.

**SUBJECT TO GENERAL PROVISIONS ON REVERSE SIDE**

If this proposal meets your approval, please sign & return so that we may schedule the proposed work. A fully executed contract will be returned to you. Your signature on one copy returned to us will make this a legal contract for the performance of the above work. Reserving right of Seccon to cancel if unit prices increase before Seccon commences actual work.

APPROVED BY OWNER:  
 ACCEPTED: \_\_\_\_\_  
 AUTHORIZED SIGNATURE FOR CHANGES  
 \_\_\_\_\_

SECON  
 BY

Buck Svinicki: 780-5145

# **ATTACHMENT #3**

## **General Provisions**

- 1 This contract is subject to approval of the Secon credit department.**
- 2 If payments for amounts due on this contract or any portion thereof are not paid in accordance with the terms of the contract, the CONTRACTING PARTY agrees to pay all costs of collection which shall include attorney's fees if the matter is placed in the hands of an attorney for collection, or if suit shall be brought.**
- 3 Secon shall not be liable for damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to property line.**
- 4 Secon shall not be responsible for damage to the completed pavement surface due to the action of petroleum product spillage.**
- 5 Soil sterilization (weed killer), if included in contract, will be applied at rates specified by manufacturer. Secon will not be responsible for any subsequent growths of horsetail weed, morning glory, deep-rooted ferns or perennials that have not reached maturity prior to application.**
- 6 Quotations subject to change or cancellation after 30 days.**
- 7 All agreements are contingent on strikes, accidents, delays of carriers and other delays unavoidable or beyond Secon's control.**
- 8 Secon cannot be responsible for sub-grade failures.**
- 9 Secon is not responsible for drainage or standing water on grades designed at less than 2% slope.**
- 10 Secon is not responsible for any design, engineering, or installation of asphalt that may not meet standards required by the City of Juneau or the State of Alaska.**
- 11 Secon may file property liens on projects still unpaid after 45 days from project completion.**

