


SUBJECT: Reporting Manager Waivers of Formal Bidding Procedures
in accordance with MSB 3.08.320 (B)

AGENDA OF: July 15, 2025

ASSEMBLY ACTION:

Presented to the Assembly 07/15/25 - EMW

AGENDA ACTION REQUESTED: For information only.

Route To	Signatures
Purchasing Director	<div>7 / 2 / 2 0 2 5</div> <div>X R u s t i n K r a f f t</div> <div>S i g n e d b y : R u s s K r a f f t</div>
Borough Attorney	<div>7 / 2 / 2 0 2 5</div> <div>X N i c h o l a s S p i r o p o u l o s</div> <div>S i g n e d b y : N i c h o l a s S p i r o p o u l o s</div>
Borough Manager	<div>7 / 2 / 2 0 2 5</div> <div>X M i c h a e l B r o w n</div> <div>S i g n e d b y : M i k e B r o w n</div>
Borough Clerk	<div> R e c o v e r a b l e S i g n a t u r e</div> <div>X L o n n i e M c K e c h n i e</div> <div>S i g n e d b y : L o n n i e M c K e c h n i e</div>

ATTACHMENT (S): Manager Waiver (6 pgs)

SUMMARY STATEMENT: 3.08.320 provides the Manager the authority to waive in writing, some or all, of the formal bidding procedures when there is not sufficient time to comply with the waived requirements, or the best interests of the borough shall be served by the waiver.

The contracts referenced had allowable annual renewals, but due to an administrative oversight, the change orders were not processed prior to the contracts expiring.

The decision to retroactively renew these competitively awarded contracts was based on the need for these critical services to support the continued operation of the Central Landfill as well as other Solid Waste Division sites.

Steps have been taken to avoid these lapsing contracts in the future.



MATANUSKA-SUSITNA BOROUGH

PURCHASING DIVISION


350 East Dahlia Avenue, Palmer, Alaska 99645-6488

PHONE (907) 861-8601 • FAX (907) 861-8617

EMAIL: purchasing@matsugov.us

Memorandum

To: Michael Brown, Borough Manager

From: Rustin Krafft, Purchasing Director 

Subject: Waiver of Formal Bidding Procedures/Contract Renewal

Background

Four contracts administered by the Solid Waste Division of Public Works were allowed to expire due to a failure to process timely option year change orders. All contracts were competitively bid.

Requested Waiver

Based on the information above, a waiver of formal bidding procedures to include the following is requested:

3.08.220(B) 14 day publicly noticed solicitation.

3.08.342 Bid Protest and Appeal

Justification

All 4 of these contracts were competitively bid with option years available. Oversight in the administration of the agreement resulted in a failure to exercise the options during the active contract period, allowing the contracts to expire.

The contracts with U.S. Ecology, Shannon and Wilson, and E-Terra are all critical to the continued operation of the Central Landfill. The contract with Western Construction and Equipment is needed to support material supplies to the active CLF Improvement project.

Code Authority

3.08.320 Waiver of Formal Bidding Procedures.

(A) The manager may waive, in writing, some or all of the formal bidding procedures of this chapter when there is not sufficient time to comply with the waived requirements, or the best interests of the borough shall be served by the waiver.

Providing Outstanding Borough Services to the Matanuska-Susitna Community.

(B) All contracts for which formal procedures are waived under this section shall be reported to the assembly. The report shall contain the information described in MSB 3.08.350 and shall state the reasons for proceeding under this section.

This action requires your authorization and concurrence.

☒ Approved ☐ Denied

Michael Brown Digitally signed by Michael Brown
Date: 2025.07.02 14:48:45 -08'00'

Michael Brown, Borough Manager

Date

**SERVICES AGREEMENT
22-145B
MANUFACTURE SAND CHIPS & FILL**

THIS AGREEMENT is made this 28th day of June, 2022, by and between:

MATANUSKA-SUSITNA BOROUGH

(hereinafter the "BOROUGH") and

WESTERN CONSTRUCTION & EQUIPMENT, LLC

(hereinafter the "VENDOR")

The parties agree as follows:

SECTION 1. WORK. The Vendor will provide all services described in the Agreement documents listed in Section 11. These services are more specifically identified as:

Produce sand and chipped rock traction material, as well as various types of material at the Central Landfill.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Vendor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. This Agreement shall begin **12:01 AM, JULY 1, 2022** and end at **11:59 PM, June 30, 2025**. The agreement may be extended for two additional one-year periods with annual authorization of the Matanuska-Susitna Borough Assembly and by written mutual agreement of both parties.

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Vendor an annual total sum not to exceed ONE MILLION SEVEN HUNDRED EIGHTY THOUSAND TWO HUNDRED TEN & 00/100 DOLLARS **(\$1,780,210.00)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Vendor within 30 working days after the Contracting Officer receives and approves a written Request for Payment from the Vendor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Vendor has completed and submitted to the contracting officer a Vendor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. Consent of Surety to Final Payment must also be submitted if applicable.

SECTION 6. RELATIONSHIP OF THE PARTIES. The Vendor shall perform all obligations under this Agreement as an independent Vendor of the Borough. The Borough will administer this Agreement and monitor the Vendor's performance within the Agreement but shall not supervise or otherwise direct the Vendor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Vendor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Vendor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY.

- A. The Vendor warrants to the Borough that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and may be rejected. If required by the Borough, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty remedy required by law or by the Contract Documents.
- B. Vendor's Warranty as contained in paragraph A. shall continue for a period of one year from the date of completion. Items as determined by completion inspection to be deficient in any respect shall be corrected, and the warranty period for those items shall not begin until the deficiencies have been corrected, reexamined and finally approved.

**SERVICES AGREEMENT
24-005B**

Photogrammetric Survey Services

THIS AGREEMENT is made this 15th day of August 2023, by and between:

MATANUSKA-SUSITNA BOROUGH (hereinafter the "BOROUGH") and

3GLP, INC (hereinafter the "VENDOR")

The parties agree as follows:

SECTION 1. WORK. The Vendor will provide all services described in the Agreement documents listed in Section 11. These services are more specifically identified as:

Measuring waste placed at the Central Landfill to determine cubic yardage placed, determining boundaries, well placements and elevations around Solid Waste Division properties, determining depth to water elevations, asbestos cell volume, and other various surveying work as needed.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Vendor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. The services of the vendor shall commence upon execution of this Agreement by both parties and shall be completed by **June 30, 2024**. The period of performance may be extended for three additional one-year periods only by the mutual written agreement of the parties.

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Vendor a total sum of **TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$26,400.00)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Vendor within 30 working days after the Contracting Officer receives and approves a written Request for Payment from the Vendor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Vendor has completed and submitted to the contracting officer a Vendor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. Consent of Surety to Final Payment must also be submitted if applicable.

SECTION 6. RELATIONSHIP OF THE PARTIES. The Vendor shall perform all obligations under this Agreement as an independent Vendor of the Borough. The Borough will administer this Agreement and monitor the Vendor's performance within the Agreement but shall not supervise or otherwise direct the Vendor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Vendor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Vendor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY.

- A. The Vendor warrants to the Borough that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and may be rejected. If required by the Borough, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty remedy required by law or by the Contract Documents.

**SERVICES AGREEMENT
22-135B**

WATER QUALITY MONITORING SERVICES

THIS AGREEMENT is made this 15th day of JUNE, 2022, by and between:

MATANUSKA-SUSITNA BOROUGH (hereinafter the "BOROUGH") and

SHANNON & WILSON, INC. (hereinafter the "VENDOR")

The parties agree as follows:

SECTION 1. WORK. The Vendor will provide all services described in the Agreement documents listed in Section 11. These services are more specifically identified as:

Management services of the Landfill Water Quality Monitoring program at active and closed municipal solid waste landfills within the Borough. The purpose of the program is to monitor water quality at four (4) Borough area landfills, in order to comply with permit and regulatory conditions for landfill operations, and to identify any impacts on ground waters associated with the landfills.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Vendor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. The contractor's services may commence upon contract execution with final completion no later than June 30, 2023. The Period of Performance may be extended for four (4) 1-year renewals only by the mutual written agreement of the parties.

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Vendor a total sum of **TWO HUNDRED TWENTY ONE THOUSAND TWO HUNDRED FORTY FIVE DOLLARS AND NO/100 CENTS (\$221,245.00)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Vendor within 30 working days after the Contracting Officer receives and approves a written Request for Payment from the Vendor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Vendor has completed and submitted to the contracting officer a Vendor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. Consent of Surety to Final Payment must also be submitted if applicable.

SECTION 6. RELATIONSHIP OF THE PARTIES. The Vendor shall perform all obligations under this Agreement as an Independent Vendor of the Borough. The Borough will administer this Agreement and monitor the Vendor's performance within the Agreement but shall not supervise or otherwise direct the Vendor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Vendor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Vendor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY.

- A. The Vendor warrants to the Borough that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be good quality that meets or exceeds the applicable standard of care, and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and may be rejected. If required by the Borough, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty remedy required by law or by the Contract Documents.

**SERVICES AGREEMENT
24-004B**

PROVIDE HOUSEHOLD HAZMAT TRANSPORTATION & DISPOSAL SERVICES

THIS AGREEMENT is made this 10th day of August, 2023, by and between:

MATANUSKA-SUSITNA BOROUGH

(hereinafter the "BOROUGH") and

US ECOLOGY ALASKA, LLC

(hereinafter the "VENDOR")

The parties agree as follows:

SECTION 1. WORK. The Vendor will provide all services described in the Agreement documents listed in Section 11. These services are more specifically identified as:

Profile, package, label, manifest, transport and dispose of all material collected through the HHWF, as well as intermittent technical support with hazardous waste identification, bulking, and packaging. The contractor shall be liable to satisfy all applicable requirements of the Resource Conservation and Recovery Act (RCRA) as well as all other applicable federal, state and local requirements.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Vendor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. The services of the vendor shall commence upon execution of this Agreement by both parties and shall be completed by **June 30, 2025**. The period of performance may be extended for three additional one-year periods only by the mutual written agreement of the parties.

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Vendor a total sum of **ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED EIGHTY-FOUR & 00/100 DOLLARS (\$136,184.00)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Vendor within 30 working days after the Contracting Officer receives and approves a written Request for Payment from the Vendor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Vendor has completed and submitted to the contracting officer a Vendor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. Consent of Surety to Final Payment must also be submitted if applicable.

SECTION 6. RELATIONSHIP OF THE PARTIES. The Vendor shall perform all obligations under this Agreement as an independent Vendor of the Borough. The Borough will administer this Agreement and monitor the Vendor's performance within the Agreement but shall not supervise or otherwise direct the Vendor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Vendor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Vendor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY.

- A. The Vendor warrants to the Borough that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and may be rejected. If required by the Borough, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty remedy required by law or by the Contract Documents.