



# CITY OF GUSTAVUS CITY COUNCIL GENERAL MEETING

Monday, October 11, 2021 at 7:00 PM  
via Zoom

## COUNCIL MEMBERS

Mayor Brittney Cannamore  
Vice Mayor Joe Vanderzanden  
Council Members: Tania Lewis,  
Mike Taylor, John Buchheit

## CITY HALL

City Administrator - Tom Williams Ph.D.  
City Clerk, CMC - Karen Platt  
City Treasurer - Eduarda Loggins  
Phone: 907-697-2451 | [clerk@gustavus-ak.gov](mailto:clerk@gustavus-ak.gov)

## DRAFT GENERAL MEETING AGENDA

### VIRTUAL MEETING INFORMATION

XXXXX

PASSCODE: XXXXXXXX

PHONE NUMBER: XXXXX

### ROLL CALL

#### Reading of the City of Gustavus Vision Statement

1. Swearing in of new Council Member Seats A, D, E, F and G
2. Election of Mayor
3. Election of Vice Mayor

### APPROVAL OF MINUTES

- [4.](#) 09-20-2021 General Meeting Minutes

### MAYOR'S REQUEST FOR AGENDA CHANGES

### COMMITTEE / STAFF REPORTS

5. Gustavus Volunteer Fire Department Quarterly Report
6. Marine Facilities Coordinator Quarterly Report
7. City Clerk Quarterly Report
8. City Treasurer Monthly Financials
9. City Administrator Report

### PUBLIC COMMENT ON NON-AGENDA ITEMS

### CONSENT AGENDA

### ORDINANCE FOR PUBLIC HEARING

- [10.](#) FY22-07NCO Departmental Budgets (Introduced 09-20-2021)
- [11.](#) FY22-08NCO Capital Project Funding 2021 (Introduced 09-20-2021)

### UNFINISHED BUSINESS

### NEW BUSINESS

- [12.](#) Award RFQ FY22-02MF Movement of Steel Float Fall 2021

### CITY COUNCIL REPORTS

### CITY COUNCIL QUESTIONS AND COMMENTS

### PUBLIC COMMENT ON NON-AGENDA ITEMS

## EXECUTIVE SESSION

## ADJOURNMENT

**POSTED ON:** Month Day, 202X at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

### ADA NOTICE

*Any person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at (907) 697-2451, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.*

### VISION STATEMENT

*We envision a distinctive community:*

- That prospers while and by protecting its natural resources;*
- With a sustainable economy and infrastructure that assures public health and safety while promoting personal development and initiative; and*
- Where all members take social responsibility and actively participate in decision making affecting growth, development, regulation and enforcement; and*
- In which people retain a closeness with and caring for each other individually and collectively while working together to accomplish community goals and preserve community traditions.*

**CITY OF GUSTAVUS  
CITY COUNCIL GENERAL MEETING  
SEPTEMBER 20, 2021**

**MINUTES - PENDING**

**ROLL CALL**

**PRESENT**

Mayor Brittney Cannamore  
Vice Mayor Joe Vanderzanden  
Council Member Mike Taylor  
Council Member John Buchheit  
Council Member Tania Lewis  
Council Member Joe Clark

Council Seat E – Vacant

**Reading of the City of Gustavus Vision Statement**

The City of Gustavus Vision Statement was read by Mayor Cannamore.

Vice Mayor Vanderzanden presented a letter of recognition and certificate of appreciation to City of Gustavus Mayor Cannamore.

**APPROVAL OF MINUTES**

Motion made by Council Member Buchheit to approve by unanimous consent the 08-09-2021 General Meeting Minutes and 08-23-2021 Special Meeting Minutes.

Seconded by Vice Mayor Vanderzanden.

Hearing no objections, the minutes of 08-09-2021 General Meeting and 08-23-2021 Special Meeting are passed by unanimous consent.

1. 08-09-2021 General Meeting Minutes
2. 08-23-2021 Special Meeting Minutes

**MAYOR'S REQUEST FOR AGENDA CHANGES**

Mayor Cannamore removed Item 8. CY21-11 Resolution - Approve Salmon Beyond Borders and the Southeast Alaska Indigenous Transboundary Commission and Item 9. CY21-10 Approving the Appointment of Election Officials for the 2021 Municipal Election from the Consent Agenda and moved them to the first two items under New Business.

Hearing no objections, Mayor Cannamore announced the agenda as set.

**COMMITTEE / STAFF REPORTS**

3. Marine Facilities Advisory Committee Quarterly Report  
Marine Facilities Advisory Committee Chair, Mike Halbert submitted a written report.
4. Gustavus Public Library Quarterly Report

Gustavus Public Library Services Director, LeAnn Weikle submitted a written report and provided an oral summary.

5. City Treasurer Monthly Financials  
City Treasurer, Eduarda Loggins submitted monthly financials.
6. City Administrator General Meeting Report  
City Administrator, Tom Williams submitted a written General Meeting report and provided an oral summary.

#### **PUBLIC COMMENT ON NON-AGENDA ITEMS**

Susan Warner  
Sally McLaughlin

#### **CONSENT AGENDA**

Motion made by Vice Mayor Vanderzanden to adopt the Consent Agenda by unanimous consent.

Seconded by Council Member Clark.

Hearing no objections, Mayor Cannamore announced the Consent Agenda as passed by unanimous consent.

7. FY22-07NCO Introduction of Departmental Budgets (Public Hearing 10-11-2021)

#### **ORDINANCE FOR PUBLIC HEARING**

8. FY22-04NCO AMLIP Gravel Pit Fund (Introduced 08-09-2021)

Mayor Cannamore opened the Public Hearing at 7:57 PM

Public Testimony: There was no Public Testimony.

Mayor Cannamore closed the Public Hearing at 7:57 PM

Motion made by Council Member Lewis to adopt FY22-04NCO AMLIP Gravel Pit Fund (Introduced 08-09-2021).

Seconded by Vice Mayor Vanderzanden.

Council Comment: None

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

9. FY22-05NCO Departmental Budgets (Introduced 08-09-2021)

Mayor Cannamore opened the Public Hearing at 8:00 PM

Public Testimony:

Susan Warner

Mayor Cannamore closed the Public Hearing at 8:02 PM

Motion made by Council Member Taylor to approve FY22-05NCO Departmental Budgets (Introduced 08-09-2021).

Seconded by Council Member Clark.

Council Comment: None

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

10. FY22-06NCO Capital Project Funding (Introduced 08-09-2021)

Mayor Cannamore opened the Public Hearing at 8:04 PM

Public Testimony: None

Mayor Cannamore closed the Public Hearing at 8:05 PM

Motion made by Council Member Buchheit adopt to FY22-06NCO Capital Project Funding (Introduced 08-09-2021).

Seconded by Mayor Cannamore.

Council Comment: None

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

### **UNFINISHED BUSINESS**

No Unfinished Business.

### **NEW BUSINESS**

11. CY21-11 Resolution - Approve Salmon Beyond Borders and the Southeast Alaska Indigenous Transboundary Commission

Motion made by Council Member Clark to approve CY21-11 Resolution - Salmon Beyond Borders and the Southeast Alaska Indigenous Transboundary Commission.

Seconded by Council Member Lewis.

Public Comment: None

Council Comment:

Vice Mayor Vanderzanden

Council Member Clark

Council Member Buchheit

Voting Yea: Mayor Cannamore, Council Member Taylor, Council Member Buchheit, Council Member Lewis

Voting Nay: Vice Mayor Vanderzanden, Council Member Clark

12. CY21-10 Approving the Appointment of Election Officials for the 2021 Municipal Election

Motion made by Council Member Lewis to approve CY21-10 the Appointment of Election Officials for the 2021 Municipal Election.

Item #4.

Seconded by Vice Mayor Vanderzanden.

Public Comment: None

Council Comment:  
Mayor Cannamore

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

13. Approve Scoping Document - Gustavus Fish Waste Disposal Station

Motion made by Vice Mayor Vanderzanden to approve Scoping Document - Gustavus Fish Waste Disposal Station.

Seconded by Mayor Cannamore.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

14. FY22-08NCO Introduction of Capital Project Funding 2021 (Public Hearing 10-11-2021)

Motion made by Council Member Clark to approve FY22-08NCO Introduction of Capital Project Funding 2021 (Public Hearing 10-11-2021).

Seconded by Council Member Buchheit.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Cannamore, Vice Mayor Vanderzanden, Council Member Taylor, Council Member Buchheit, Council Member Lewis, Council Member Clark

**CITY COUNCIL REPORTS**

15. Mayor's Quarterly Report  
Mayor Cannamore submitted a written report and provided an oral summary.

**CITY COUNCIL QUESTIONS AND COMMENTS**

Council Member Taylor: Update on maintenance of roads during these wet conditions.  
Reminder to drive slower on the wet roads.

Council Member Lewis: Thank you to candidates running for council.

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Tom Williams

**EXECUTIVE SESSION**

There was no Executive Session.

**ADJOURNMENT**

With no further business and hearing no objections, the meeting was adjourned at 8:49 PM

\_\_\_\_\_  
Brittney Cannamore, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Karen Platt CMC, City Clerk

\_\_\_\_\_  
Date

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY22-07NCO  
AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
DEPARTMENT BUDGETS FOR FISCAL YEAR 2022**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

**Section 1.** Classification. This is a **Non-Code Ordinance**

**Section 2.** For the Fiscal Year of 2022 estimated expenditures have changed from the estimates in the approved budget.

**Section 3.** For the current fiscal year, the budget is amended to reflect the changed estimates as follows:

<b>Budget Category</b>	<b>Amounts</b>		
<b>EXPENSE</b>	Original Budget	Amended Budget	Change
GVFD: Building: Maint & Repair	\$ 3,000.00	\$ 5,000.00	\$ 2,000.00
Admin: Election Expense	\$ 250.00	\$ 350.00	\$ 100.00
<i>For rental of the Gustavus Community Center for the City Council candidate forum in a space large enough for social distancing.</i>			
GVFD: Payroll Expenses: Health Insurance	\$ 7,752.00	\$ 3,900.00	<\$ 3,852.00>
<i>With staffing changes, health insurance expense will be lower for GVFD and training expense will be higher.</i>			
GVFD: Training	\$ 3,000.00	\$ 8,000.00	\$ 5,000.00
GVFD: Vehicle: Maintenance & Repair	\$ 1,000.00	\$ 1,650.00	\$ 650.00
<i>To address deferred maintenance on the GVFD vehicles.</i>			

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Total Change in Expense **\$ 3,898.00**

**Section 4.** The budget is hereby amended as indicated and any portion of the approved budget inconsistent with this amendment is repealed.

**Section 5.** Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**DATE INTRODUCED:** September 20, 2021

**DATE OF PUBLIC HEARING:** October 11, 2021

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, Mayor

\_\_\_\_\_  
Attest: Eduarda Loggins, City Treasurer

\_\_\_\_\_  
Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY22-08NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2022**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

**Section 1.** Classification. This is a **Non-Code Ordinance**

**Section 2.** For the Fiscal Year of 2022, the following City held account balance transfers are to be made for the reasons stated.

**Section 3.** For the current fiscal year, the budget and City held accounts are amended to reflect the changes as follows:

CITY HELD ACCOUNTS	Amounts		Change
	Account Balance*	Amended Balance	
	*Approximate, this is a dynamic value		
AMLIP Capital Improv Current	\$ 49,357.88	\$ 5,000.00	<\$ 44,357.88>
\$40,000 of this was for Wilson Road Improvements, which were funded through reallocated capital project funds already in the FNBA Checking account by FY22-06NCO. The remaining \$4,357.57 of the transfer are unused capital project funds that were returned upon project completion or earnings on the account. The \$5000 being retained in this account was transferred as part of the \$15,000 funding for the library bike shelter/shed (\$10,000 transferred to checking by FY20-04NCO; \$5,000 remains in this account for this project from FY19-19NCO).			
AMLIP Capital Improv Long-Term	\$ 363,799.01	\$ 408,156.89	\$ 44,357.88
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CP21-05 DRC Main Building Replacement Phase 1: Design	\$ 0.00	\$ 30,000.00	\$ 30,000.00
Per the Capital Improvement Plan approved by the City Council 4/12/21, Project scoping approved 2/10/20.			
CP21-06 Gustavus Fish Waste Disposal Station	\$ 0.00	\$ 5,000.00	\$ 5,000.00
AMLIP Capital Improv Long-Term	\$ 408,156.89	\$ 373,156.89	<\$ 35,000.00>
Total Change in City Held Account Balances			\$ 0.00

**Section 4.** The City held accounts are hereby amended as indicated.

**Section 5.** Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**DATE INTRODUCED:** September 20, 2021

**DATE OF PUBLIC HEARING:** October 11, 2021

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, Mayor

Attest: Eduarda Loggins, City Treasurer

Attest: Karen Platt CMC, City Clerk



**City of Gustavus, Alaska**

P.O. Box 1  
Gustavus, Alaska 99826

Phone: 907.697.2451  
Fax: 907.697.2136  
Email: treasurer@gustavus-ak.gov

**Project: RFQ FY22-02MF**

**Movement of Steel Float  
Fall 2021  
Request for Quotation**

**THIS IS NOT AN ORDER**

Item #12.

**COVER SHEET**

Important Dates:

**Issue Date: September 27, 2021**

**Bid Submittal Due: October 11, 2021**

Deliver to: Gustavus City Hall  
By: 1:00 p.m.

**Bid Opening: October 11, 2021**

Location: Gustavus City Hall  
Time: 1:00 p.m.

Please provide quotes to furnish the services and materials for the movement of the steel float from the City of Gustavus, Alaska, float system at the State Dock to the permanent seasonal mooring on the northwest side of Pleasant Island adjacent to Bull Moose Cove. The attached terms and conditions shall become part of any contract resulting from this Request for Quotation. Quotations must be received at the location and by the date and time shown above. Quotations shall be submitted on the forms furnished and must include original signatures.

Requirements: Provide and operate a vessel (or multiple vessels) large enough to move the approximately two hundred thousand pound steel float approximately 1.07 miles from its current location. Must be able to assist City staff, if necessary, in process of attaching float to the mooring. Respondents agree to the following requirements:

- Confer with the City of Gustavus Marine Facilities Coordinator and/or the City Administrator for details or questions for the project.
- Vessel or vessels must be able to safely navigate with float in tow, and operator must have ability and experience to make appropriate decisions in case of bad weather or any other such circumstances.
- Vessel owner must comply with all Coast Guard towing regulations.

**THE PERIOD OF PERFORMANCE** Movement of the float shall occur between October 15 and November 1, 2021. The exact date of movement is dependent on weather and tides to allow for a safe and successful completion. In providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid \_\_\_\_\_ Alaska Business License # \_\_\_\_\_ Contractor's License Number # \_\_\_\_\_

City of Gustavus Business Permit # \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy Date \_\_\_\_\_ Provided ☐

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Physical Location \_\_\_\_\_

Cell or Business Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Basic Bid \$ \_\_\_\_\_

By \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**INSTRUCTIONS TO BIDDER**

- Bidder must submit quotes for all bid schedule items listed.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- The City of Gustavus, hereinafter "City", may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
- The City may cancel the RFQ if such cancellation is in the best interest of the City.
- In the case of error in the extension of prices in the bid, the unit price will govern.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Administrator or Mayor.
- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.
- After depositing a bid, a bidder may withdraw, modify, or correct their bid, providing the City receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw their bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

### **METHOD OF AWARD**

Award will be made to the lowest responsive, responsible bidder meeting all the requirements. In determining whether the lowest bidder is "responsible" the City Council shall consider:

- a. The Price;
- b. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- c. The potential bidder's reputation, honesty and integrity shown in the commission of previous City contracts;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction. The minutes of the City Council meeting relating to the matter may be used as the required written statement

The City Council may reject the bid of a bidder who is debarred by the City, in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

For purposes of determining the lowest bidder, the extended bid amounts (estimated amount  $\times$  unit cost) will be totaled to give a total bid amount. This contract is on an "as required" basis. Quantities listed are estimations for award purposes only. The City reserves the right to increase or decrease quantities as necessary to accomplish the actual requirements and make payment at the unit price bid.

### **PURCHASE ORDER/CONTRACT**

It is the intent of the City to use purchase orders and the bidding documents to establish the contractual relationship between the City and the lowest responsive, responsible bidder. The following conditions shall apply:

- a. The unilateral right of the City to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;
- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

### **SUBCONTRACTING**

Subcontracting is not permitted unless authorized in writing by the City Administrator. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

### **INSURANCE**

The contractor must meet and have in place the insurance requirements listed below at all times during the period set out above.

### **INDEMNIFY AND HOLD HARMLESS**

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, or damages arising from injury to person(s), damage to property, or economic loss, arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

### **END OF GENERAL PROVISIONS**

## SUPPLEMENTAL CONDITIONS

1. The City reserves the right to inspect the Contractor's equipment prior to award and to reject any bid if the equipment is not in reliable operating condition or if the equipment is not able to produce the specified work according to the specifications.
2. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.
3. The City reserves the right to increase or decrease quantities to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.
4. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.
5. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:
  - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
  - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
  - c. Illegal, unprofessional, or abusive behavior toward City representatives or members of the community as determined by the City Council.
6. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. In the event that protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the City Administrator and/or Mayor of the problem and shall cooperate with the City Administrator and/or Mayor in seeking a reasonable solution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the City Administrator or Marine Facilities POC has given approval to proceed in writing.
7. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License for the type of work being performed. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 calendar days of bid closure, then bidder shall be determined to be non-responsive.

8. Other Goods and Services:

a. In addition to specifications listed in the bid schedule, other work may be required to fulfill the scope of the agreement and may be requested by the City Administrator and/or Mayor.

b. At the City Administrator and/or Mayor's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice. The City shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.

c. After completion of the work, the Contractor shall provide to the City Administrator and/or Mayor all material invoices and receipts and a log of equipment and/or labor time for payment.

9. Billing and Payment:

The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.

10. Notification and Acceptance of Work:

The contractor will submit a complete spreadsheet to the City Treasurer at the end of each month stating what type of service was provided and where.

11. Convenience Termination:

This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

**END OF SUPPLEMENTAL CONDITIONS**

## **INSURANCE REQUIREMENTS**

Item #12.

During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A.M. Best Company or specifically approved by the City Council.

**Limits:** The Contractor shall obtain insurance for not less than the following limits:

- Vessel owners are required to carry a minimum of \$100,000 in insurance in case of any damage done to float whether by vessel or any other circumstance which can be attributed to vessel owner.

**Automobile Liability Insurance:** All vehicles or all owned, non-owned, and hired vehicles must be insured when the Contractor is using them to do work under this Agreement. If the Contractor submits insurance covering only scheduled vehicles, then the Contractor must assure that any additional vehicles are insured before using them in the work under this Agreement.

**Workers' Compensation:** Any employee of the Contractor must be covered by workers' compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Contractor is not required to provide a certificate of workers' compensation covering the owner(s) of the Contractor's business under the following circumstances:

*Corporations* – If the executive officer(s) claims an exemption, then the Contractor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.

*Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the Contractor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.

**Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

**Additional Insured:** During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that a policy treats each additional insured as though the insurer had issued separate policies.

**Certificate of Insurance:** Prior to commencing any work under this Agreement, the Contractor will provide a certificate of insurance in a form acceptable to the City showing that the Contractor has the required insurance coverage.

**Cancellation:** The Contractor must assure that the City receives notice if the Contractor's insurance is going to be canceled, not renewed, or changed. The certificate of insurance must say that the insurer will notify the City at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

**Increased Coverage:** If during the Agreement term the City requires higher limits of insurance than the limits listed in this section, and if the insurer increases the premium as a result of the higher limits of insurance, then the City will pay the Contractor the difference between the new and old premiums.

**Subcontracting:** The Contractor is responsible to the City to verify insurance on all subs and furnish copies of it to the City upon request. All subs must carry and show proof of the minimum limits of liability indicated above.

#### **END OF INSURANCE REQUIREMENTS**

**SCOPE OF WORK**

**1.1 LOCATION**

The project location is movement from the City of Gustavus, Alaska, float system at the State Dock to the permanent seasonal mooring on the northwest side of Pleasant Island adjacent to Bull Moose Cove.

**1.2 SCOPE OF WORK**

Confer with the City of Gustavus Marine Facilities Coordinator and/or the City Administrator for details or questions.

Provide and operate a vessel (or multiple vessels) large enough to move the approximately two hundred thousand pound steel float approximately 1.07 miles from its current location. Must be able to assist City staff, if necessary, in process of attaching float to the mooring. Respondents agree to the following requirements:

- Vessel or vessels must be able to safely navigate with float in tow, and operator must have ability and experience to make appropriate decisions in case of bad weather or any other such circumstances.
- Vessel owner must comply with all Coast Guard towing regulations.

**1.3 GENERAL SCOPE CONDITIONS**

The work to be performed under this contract shall consist of the following:

- a) providing all tools, equipment, materials, supplies, and manufactured articles;
- b) furnishing all labor, transportation, housing, and services; and
- c) performing all work or other operations required for the fulfillment of the contract.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work, the Contractor shall provide which may be necessary for the proper completion of the work.

**End Scope of Work**

