



# CITY OF GUSTAVUS CITY COUNCIL GENERAL MEETING

Monday, July 18, 2022 at 7:00 PM  
via Zoom

## COUNCIL MEMBERS

Mayor Mike Taylor  
Vice Mayor Kyle Bishop  
Council Members: Tania Lewis, Joe Vanderzanden  
Lewis Sharman, Bella Furr, Jim Mackovjak

## CITY HALL

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

## AGENDA

### DRAFT GENERAL MEETING AGENDA AND PACKET

#### ROLL CALL

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

#### APPROVAL OF MINUTES

- [1.](#) 06-13-2022 General Meeting Minutes
- [2.](#) 06-21-2022 Special Meeting Minutes

#### MAYOR'S REQUEST FOR AGENDA CHANGES

#### COMMITTEE / STAFF REPORTS

3. Gustavus Volunteer Fire Department Quarterly Report
4. City Clerk Quarterly Report
5. Marine Facilities Quarterly Report
6. City Treasurer Monthly Financials
- [7.](#) City Administrator WORK SESSION Report

#### PUBLIC COMMENT ON NON-AGENDA ITEMS

#### CONSENT AGENDA

#### ORDINANCE FOR PUBLIC HEARING

#### UNFINISHED BUSINESS

#### NEW BUSINESS

- [8.](#) Award RFQ FY23-01RM Annual Road Maintenance Contract for FY23
- [9.](#) FY23-XX Introduction Providing for the Amendment of Chapter 6.03 Waste Disposal and Recycling Section 6.03.050 - Staff (Public Hearing 08-08-2022)
- [10.](#) Approve Gustavus Disposal and Recycling Center (DRC) Operator Position Description

#### CITY COUNCIL REPORTS

- [11.](#) Mayor's Report

#### CITY COUNCIL QUESTIONS AND COMMENTS

#### PUBLIC COMMENT ON NON-AGENDA ITEMS

#### EXECUTIVE SESSION

#### ADJOURNMENT

## 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**  
**JUNE 13, 2022**

Item #1.

**MINUTES - PENDING**

**ROLL CALL**

**PRESENT**

Mayor Mike Taylor  
Vice Mayor Kyle Bishop  
Council Member Joe Vanderzanden  
Council Member Tania Lewis  
Council Member Bella Furr  
Council Member Jim Mackovjak

**ABSENT**

Council Member Lewis Sharman

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

The City of Gustavus Vision Statement was read by Council Member Mackovjak.

**APPROVAL OF MINUTES**

1. 05-09-2022 General Meeting Minutes
2. 05-25-2022 Special Meeting Minutes

Motion made by Council Member Lewis to approve 05-09-2022 General Meeting Minutes and 05-25-2022 Special Meeting Minutes as presented by unanimous consent.

Seconded by Council Member Furr.

Hearing no objections, the minutes were approved as presented by unanimous consent.

**MAYOR'S REQUEST FOR AGENDA CHANGES**

There were no requests for agenda changes.

Hearing no objections, Mayor Taylor announced the agenda as set by unanimous consent.

**COMMITTEE / STAFF REPORTS**

3. Gustavus Public Library Quarterly Report  
Gustavus Public Library Services Director, LeAnn Weikle submitted a written report and Library Administrative Director, Jessie Soder provided an oral summary.
4. City Treasurer Monthly Financial Reports  
City Treasurer, Eduarda Loggins submitted written monthly financial reports and provided an oral summary.
5. City Administrator General Meeting Report

City Administrator, Kathy Leary submitted a written General Meeting report and provided an oral summary.

Item #1.

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

Leslie Sirstad

## **CONSENT AGENDA**

6. 06-13-2022 Certificate of Records Destruction

7. Scoping Document - Pedestrian Bicycle Sidepath System

Motion made by Council Member Furr to adopt the consent agenda by unanimous consent as presented.

Seconded by Vice Mayor Bishop.

Hearing no objections, the Consent Agenda is adopted by unanimous consent.

## **ORDINANCE FOR PUBLIC HEARING**

8. FY22-14NCO FY23 Budget (Introduced 05-09-2022)

Mayor Taylor opened the Public Hearing at 7:25 PM

Public Testimony: None

Mayor Taylor closed the Public Hearing at 7:25 PM

Motion made by Vice Mayor Bishop that we approve item FY22-14NCO FY23 Budget (Introduced 05-09-2022) as amended by Mayor Taylor.

Seconded by Council Member Mackovjak.

Council Comment:

Council Member Lewis

Council Member Vanderzanden

Mayor Taylor

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Lewis, Council Member Furr, Council Member Mackovjak

Voting Nay: Council Member Vanderzanden

9. FY22-15NCO Departmental Budgets - Road Maintenance (Introduced 05-09-2022)

Mayor Taylor opened the Public Hearing at 7:43 PM

Public Testimony: None

Mayor Taylor closed the Public Hearing at 7:43 PM

Motion made by Council Member Vanderzanden to adopt FY22-15NCO Departmental Budgets - Road Maintenance (Introduced 05-09-2022).

Seconded by: Council Member Furr.

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak

10. FY22-16NCO Departmental Budgets (Introduced 05-25-2022)

Mayor Taylor opened the Public Hearing at 7:47 PM

Public Testimony: None

Mayor Taylor closed the Public Hearing at 7:47 PM

Motion made by Council Member Mackovjak that we adopt FY22-16NCO Departmental Budgets (Introduced 05-25-2022)

Seconded by Council Member Furr.

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

11. CY22-11 Implementing a New Fee Schedule for the DRC

Motion made by Council Member Vanderzanden that we approve Resolution CY22-11 Implementing a New Fee Schedule for the Gustavus Disposal and Recycling Center.

Seconded by Mayor Taylor.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak

12. CY22-12 Opposing A Constitutional Convention

Motion made by Council Member Mackovjak to approve Resolution CY22-12 Opposing A Constitutional Convention.

Seconded by Council Member Furr.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak

13. Award RFQ FY22-07RM Tong Road Drainage Improvements  
Motion made by Council Member Lewis to award contract for Tong Road Drainage Improvements to Glacier Bay Construction per their response to RFQ FY22-07RM in the amount of \$24,898.00.

Seconded by Mayor Taylor.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak

### **CITY COUNCIL REPORTS**

14. Mayor's General Meeting Report  
Mayor Taylor submitted a written report, provided an oral summary, and added on June 9<sup>th</sup> the City met with APT&T and the NPS regarding the power intertie between Gustavus and Bartlett Cove.

### **CITY COUNCIL QUESTIONS AND COMMENTS**

Council Member Mackovjak - Mayor and City staff appreciation.  
Council Member Lewis - Fish waste disposal at dock and harbor.  
Mayor Taylor - Community Respect and Cooperation Urged letter to the community  
Tom Williams - Final comments as City Administrator.

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

None

### **EXECUTIVE SESSION**

None

### **ADJOURNMENT**

With no further business and hearing no objections, the meeting was adjourned at 8:30 PM.

\_\_\_\_\_  
Mike Taylor, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CITY OF GUSTAVUS  
CITY COUNCIL SPECIAL MEETING  
JUNE 21, 2022**

Item #2.

**MINUTES - PENDING**

**ROLL CALL**

**PRESENT**

Mayor Mike Taylor  
Vice Mayor Kyle Bishop  
Council Member Joe Vanderzanden  
Council Member Bella Furr  
Council Member Jim Mackovjak

**ABSENT**

Council Member Tania Lewis  
Council Member Lewis Sharman

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

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

**APPROVAL OF MINUTES**

None

**MAYOR'S REQUEST FOR AGENDA CHANGES**

There were no requests for agenda changes.

Hearing no objections, Mayor Taylor announced the agenda as set by unanimous consent.

**COMMITTEE / STAFF REPORTS**

None

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

None

**CONSENT AGENDA**

None

**ORDINANCE FOR PUBLIC HEARING**

None

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

1. CY22-13 Encouraging the Prompt Startup of the Power Intertie between Gustavus and Bartlett Cove

Motion made by Council Member Mackovjak that council approve Resolution CY22-13 Encouraging the Prompt Startup of the Power Intertie between Gustavus and Bartlett Cove.

Seconded by Council Member Furr.

Public Comment: None

Council Comment:  
Council Member Vanderzanden  
Council Member Furr  
Mayor Taylor

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Furr, Council Member Mackovjak

Voting Nay: Council Member Vanderzanden

### **CITY COUNCIL REPORTS**

None

### **CITY COUNCIL QUESTIONS AND COMMENTS**

Mayor Taylor – Shared appreciation of Meadow Brook, Ann Wildman, Kathy Hocker, Jane Button and Fawn Bauer for planting flowers in the boxes at the Salmon River Park.

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

None

### **EXECUTIVE SESSION**

None

### **ADJOURNMENT**

With no further business and hearing no objections, the meeting was adjourned at 7:29 PM.

\_\_\_\_\_  
Mike Taylor, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## CITY ADMINISTRATOR'S REPORT JULY Work Session

- Continue to meet regularly with Tom and/or Mike on projects and various reporting mechanisms.
- Reviewed more of Tom's email folders so he could acquaint me with various ongoing issues in which the city is involved.
- Reviewed and provided feedback to Paul on the updated DRC operator position.
- Worked with Eduarda to review our annual insurance policies.
- Continue to take part in project meetings such as the intertie progress with NPS and AP&T. Additionally, met with the Division of Homeland Security & Emergency Management, the state agency, for transition from FEMA to state in moving forward with requisite paperwork and management oversight for the various mitigation projects. Met on the potential hydrology study grant.
- Collaborated with troopers and our attorney on a few issues that are sensitive in nature and have not yet been resolved. This has taken up quite a substantial amount of time.
- Continue to look at procurement and other processes with the hope of streamlining some to make less work. See credit card policy procedure change.
- Worked with clerk to facilitate messaging to the community to rally folks on planning the 4<sup>th</sup> of July activities. Special thanks to Robynn Jones for coordinating those who sponsored and who volunteered.
- Met with Mike, Sol, and Dr. Vaught to discuss GVFD training and SEARHC partnership. What to expect with the advent of the new clinic coming up. A more current MOU or other instrument will be in order.
- I continue to communicate with individuals, businesses, and agencies on the lack of phone service issues in Gustavus. ACS going out has been an additional challenge. I contacted the governor's office about this and how our fire chief had to drive down the road to contact the troopers the evening of the 4<sup>th</sup> of July due to lack of coverage at the beach. I've sent technical and other information to Senator Murkowski's office to facilitate a conversation around potential funding for the city to look at their own tower. This whole issue will be a long and involved process, like swimming upstream, but we are committed to doing what we can to improve the situation.

I apologize for my absence at tonight's meeting, but this trip was planned for prior to my employment and I'm 4 hours ahead here on the eastern seaboard of Canada. I'm happy to answer any questions if anyone cares to send an email.

**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 FY23-01RM****Annual Road Maintenance****Snowplowing****Emergency and Response and****Disaster Recovery****Request for Quotation****THIS IS NOT AN ORDER****COVER SHEET**

Important Dates:

**Issue Date: June 28, 2022****Bid Submittal Due: July 8, 2022**

Deliver to: Gustavus City Hall

By: 1:00 p.m.

**Bid Opening: July 8, 2022**

Location: Gustavus City Hall

Time: 1:00 p.m.

Please provide quotes to furnish the services and material listed in the bid schedule for the City of Gustavus Road System. 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.

This work consists of annual road maintenance, road system improvements, and disaster response and recovery for the road system. Work shall be performed on an "as requested" basis, at the direction of the City Administrator or Road Maintenance Point of Contact (POC). All work shall be performed as described in this RFQ using the *Standard Specifications for Local Road Maintenance*, which are incorporated in this RFQ, and the attached Gustavus City Maintained Roads Map for reference. These specifications shall become part of any purchase order resulting from the RFQ.

**Importantly, this work will include a broader array of services within a single contract, compared to previous years.** In addition to road grading and related road surface maintenance including ditch management, and culvert repair/installation/replacement, potential work will include snowplowing, roadside brushing, land clearing and civil work along roads or at City facilities. Additionally, the work may include road-related emergency repairs and restoration that may be needed to ameliorate damage from storms or other catastrophic events.

**THE PERIOD OF PERFORMANCE** for this work is from the date of award through June 30, 2023.

Throughout the period of performance, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer, with a copy submitted simultaneously to the City Administrator or Road Maintenance POC. The contractor will submit, in the format specified, a report of the quantity of aggregate taken from City of Gustavus gravel pits to the City Treasurer as well. In providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

**SEE BID SCHEDULE PAGES 16-18**

**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. Bidders are responsible for knowledge of the possibility of adverse weather conditions for flying to Gustavus and there will be no exceptions for a timely submittal of a bid based on weather conditions.
- The City of Gustavus, hereinafter "City", may accept or reject any or all bids in the best interests of the City, 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 in writing by the City Administrator or Road Maintenance POC, 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 contractor and not as an employee of the City. 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. By submitting a bid, the Contractor agrees and acknowledges they are not relying on any representations by any City officer, employee, representative or attorney, other than contained in writing in this bid or in a written 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.

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 × 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 or Road Maintenance POC. If 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, injuries, including death, property damage, or any other damages of any kind and any nature 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.

### **GOVERNING LAW.**

The Contract will be governed by the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of the Contract of the bidder's performance under the Contract.

### **END OF GENERAL PROVISIONS**

1. Elements of the bid schedule may be subject to the provisions of Alaska Statutes Title 36. AS Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current *State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600* and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions, or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of AS Title 36. If you have questions regarding the applicability of Alaska Statute to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8th St, Juneau, AK, or call (907) 465-4842.

2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.

3.

4. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.

5. 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.

6. 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.

7. 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.

8. 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. If protection of any existing facilities is not possible

due to construction requirements, the Contractor shall advise the City Administrator or Road Maintenance POC of the problem and shall cooperate with the City Administrator or Road Maintenance POC 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 Road Maintenance POC has given approval to proceed in writing.

9. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined the utilities do not meet PUC Standard installations i.e., bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e., the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.

10. The City Administrator or Road Maintenance POC will provide the necessary rights-of-way or easements for the work. Contractor shall confine his operations to the designated areas and observe all restrictions contained in any easements. The City Administrator or Road Maintenance POC will contact utility companies requesting that all transformers and phone pedestals in or adjacent to rights-of-way be identified with suitable markers, before winter, to prevent damage to said utility company's equipment.

11. If work will involve moving or excavating through utility lines or poles, sewer or water lines, culverts, mailboxes, fences, or similar attachments to public or private property, in the course of Contractor's work, and existing privately or publicly owned facilities, equipment, improvements and landscaping, suffer damage due to Contractor's operations, intentional or unintentional, Contractor shall be responsible to have such facility, equipment, improvement and landscaping restored to its previous condition, or better, and at no cost to the City.

12. The Contractor shall take road service direction only from the City Administrator or Road Maintenance POC or his/her designee, or the Mayor. The City Treasurer may be designated to order specific Road Maintenance in the absence of the Mayor and City Administrator or Road Maintenance POC. POs for road maintenance and repairs shall be issued by the Treasurer. Should the Contractor, while performing city work, be approached by a resident with a complaint, suggestion, or request, the Contractor shall politely explain that they are being directed by the City Administrator or Road Maintenance POC and ask the resident to please direct any questions, concerns, or requests to the City Administrator or Road Maintenance POC, or to the Mayor, or to the City Council.

13. 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.

14. The name or names of the City Administrator or Road Maintenance POC with authority to call for work under this contract will be provided to the Contractor. The Contractor shall be notified in writing (including email) of any changes to the POC during the term of the contract.

15. 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 or Road Maintenance POC.
- b. At the City Administrator's or Road Maintenance POC'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 by the City Administrator or Road Maintenance POC. The POC or City Administrator 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 or Road Maintenance POC all material invoices and receipts and a log of equipment and/or labor time for payment.

16. Minimum Call-Out Amounts:

When the City Administrator or Road Maintenance POC requests an individual item of work, the amount of work requested for that item shall not be less than the amount listed below. If a lesser amount is requested, the City Administrator or Road Maintenance POC and contractor may negotiate the unit price.

Item	Page	Description	Minimum Amount
207	21	Machine Brushing	2 Hours
208	22	Blading Roadbed	1 Hour
208A	23	Spot Blading	1 Hour
208B	23	Grader Ditching	1 Hour
209A	24	Reconditioning Ditches w/cut material removal	500 feet
209B	24	Reconditioning Ditches w/o cut material removal	2500 feet
213	25	Spot Hand clearing	1 Hour
215	26	Snowplowing	10 miles
219A	27	Pit Run Aggregate	10 C.Y.
603	28	Culvert Installation or Replacement	30 Feet

17. Billing and Payment: The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.

18. Notification and Acceptance of Work: The contractor will submit a complete spread sheet to the City Administrator or Road Maintenance POC and the City Treasurer at the end of each month stating what type of service was provided and where.

19. 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 GUSTAVUS ROAD MAINTENANCE SUPPLEMENTAL CONDITIONS**

### **FEDERAL FEMA GRANT REQUIRED CONTRACT PROVISIONS**

#### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). **[This project does not reach the threshold.]**
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE [See Supplemental Conditions, paragraph 16)**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **3. EQUAL EMPLOYMENT OPPORTUNITY**

- a. Standard.

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C). U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 7 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents

- b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60- 1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant

to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 9 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT [Not applicable to FEMA Public Assistance Grants]****5. COPELAND ANTI-KICKBACK ACT [Not applicable to FEMA Public Assistance Grants]****6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the nonfederal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [Not applicable to Public Assistance Grants]**

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative U. S. Department Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 17 of 25  
www.fema.gov/procurement-disaster-assistance-team To Table of Contents agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. **Certification is not required for projects under \$100,000.**

The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

**APPENDIX A**, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The CONTRACTOR certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

## **11. PROCUREMENT OF RECOVERED MATERIALS**

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a nonfederal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.



iii. The Contractor also agrees to comply with all other applicable requirements of Section 600 the Solid Waste Disposal Act.”

Item #8.

## **END OF FEDERAL FEMA GRANT REQUIRED CONTRACT PROVISIONS**

### **INSURANCE REQUIREMENTS**

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:

- Commercial General Liability: Coverage written on an occurrence basis with limits of not less than \$1,000,000.00 per occurrence;
- Comprehensive automobile liability: \$1,000,000.00 combined single limit;
- Workers’ Compensation: in such amounts as fully comply with Alaska law

**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. The failure of the Contractor to provide the certificate showing the City as an additional insured constitutes a material breach of the Contract.

**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 those 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**

Specification Item #	Pay Item	Est. Quantity	Pay Unit	Unit Cost	Total Cost
208	Owen & Porcupine	3	Each		
208	Veneta Street	6	Each		
208	Trudy Street	3	Each		
208	Lynn Street	3	Each		
208	Snow Street	3	Each		
208	Tong Road	3	Each		
208	Toad Road	3	Each		
208	Xtratuff Road	1	Each		
208	Spruce Lane	2	Each		
208	Bartlett Road	2	Each		
208	Good River Road	8	Each		
208	Mary's Road	2	Each		
208	Grandpa's Farm Rd	5	Each		
208	Meadow Lane	2	Each		
208	Dickey Drive	2	Each		
208	Dolly Varden Drive	8	Each		
208	Smelt Avenue	1	Each		
208	Greenling Avenue	2	Each		
208	Chinook Drive	2	Each		
208	Chum Drive	3	Each		
208	King Salmon Drive	2	Each		
208	Sandlance Avenue	2	Each		
208	Halibut Drive	6	Each		
208	Capelin Lane	2	Each		
208	Humpy Drive	3	Each		
208	Needlefish Lane	2	Each		
208	Sockeye Drive	3	Each		
208	Herring Lane	1	Each		
208	Coho Drive	3	Each		
208	Steelhead Drive	3	Each		
208	Candlefish Lane	1	Each		
208	Willow Way	2	Each		
208	Pine Street	1	Each		
208	Shooting Star Lane	2	Each		
208	Lupine Lane	2	Each		
208	Columbine Lane	1	Each		
208	City Hall access/prkg	4	Each		
208	Wilson Road	12	Each		
208	Fara Way	1	Each		
208	White Drive	2	Each		
208	Parker Drive	2	Each		
208	Harry Hall Drive	4	Each		
208	River Bend Lane	2	Each		
208	Chase Drive	2	Each		
208	Hemlock Road	1	Each		
208	Jensen Road	1	Each		
208	Rink Creek Road	12	Each		

Specification Item # (cont)	Pay Item	Est. Quantity	Pay Unit	Unit Cost	Total Cost
208	Island View Road	1	Each		
208	Buoy Drive	1	Each		
208	Boat Harbor Road	5	Each		
208	Bill's Drive	1	Each		
208	Meadowbrook Lane	1	Each		
208	Fairweather Road	8	Each		
208	Pleasant Avenue	2	Each		
208	Jacob Avenue	8	Each		
208	Gustav Drive	2	Each		
208	Benjamin Drive	2	Each		
208	Travis Drive	2	Each		
208	Glen's Ditch Road to Nagoonberry Trail	5	Each		
208	Same Old Road	3	Each		
208	Dungeness Way	2	Each		
208	End of the Trail	1	Each		
208A	Misc. Spot Blading	40	Hour		
208B	Grader Ditching	20	Hour		
209A	Ditch Reconditioning remove cut material	500 ft	Each		
209B	Ditch Reconditioning w/o material removal	2500 ft	Each		
213	Misc. Spot Clearing	10	Hour		
219A	Pit Run Area 1	250	Cu. Yd.		
219A	Pit Run Area 2	300	Cu. Yd.		
219A	Pit Run Area 3	1000	Cu. Yd.		
219A	Pit Run Area 4	750	Cu. Yd.		
219A	Pit Run Area 5	350	Cu. Yd.		
219A	Pit Run Area 6	600	Cu. Yd.		
603 (1-12)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-12)	Culvert Coupling	0	Each		
603 (1-18)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-18)	Culvert Coupling	0	Each		
603 (1-24)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-24)	Culvert Coupling	0	Each		
603 (1-30)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-30)	Culvert Coupling	0	Each		
603 (1-36)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-36)	Culvert Coupling	0	Each		
603 (1-48)	Culvert Installation or Replacement	0	Linear Ft.		
603 (2-48)	Culvert Coupling	0	Each		
207	Machine Brushing	40	Hours		
213	Misc. Spot Clearing	40	Hour		
<b>Subtotal</b>	<b>General Maintenance</b>			<b>Subtotal</b> →	

<b>Snowplowing</b>					
<b>Specification Item # (cont)</b>	<b>Pay Item</b>	<b>Est. Quantity</b>	<b>Pay Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
215	City Roads	22.89	Miles		N/A
215	City Hall Driveway and Parking	1	Each		N/A
215	Library Driveway and Parking	1	Each		N/A
215	Community Chest Parking	1	Each		N/A
215	Boat Harbor Ramp, 72 hr parking	1	Each		N/A
215	DRC Driveway and Parking	1	Each		N/A
215	Fire Hall Paved Apron	1	Each		N/A
215	Plowing Roads & Lots			<b>Minimum* Snowplow Service for winter</b>	
<b>Total Bid</b>	Sum of General Maintenance + Snowplow Minimum	N/A	N/A	<b>Total Bid</b> →	

\* Snowplowing to be billed at unit costs in table with a minimum seasonal payment.

Please list all equipment to be used in this contract and the individual hourly rates for use in work not in bid schedule.

**Equipment Item Description**

**Hourly Rate**


Date of Bid \_\_\_\_\_

Business License # \_\_\_\_\_ Contractor's License Number # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature

## City of Gustavus Maintained Roads

Area 1	Miles
Owen Road & Porcupine Road	0.30
Veneta Street	0.42
Trudy Street	0.37
Lynn Street	0.18
Snow Street	0.14
Tong Road (to Glacier Bay Inn driveway)	0.62
Toad Road	0.41
Xtratuff Road	0.08
Spruce Lane	0.37
Bartlett Road	0.27
<b>Subtotal Area 1 Miles</b>	<b>3.15</b>
Area 2	Miles
Good River Road	0.87
Mary's Road	0.23
Grandpa's Farm Road	0.59
Meadow Lane	0.14
Dickey Drive	0.32
<b>Subtotal Area 2 Miles</b>	<b>2.15</b>
Area 3	Miles
Dolly Varden Drive	0.83
Smelt Avenue	0.05
Greenling Avenue	0.20
Chinook Drive	0.33
Chum Drive	0.17
King Salmon Drive	0.21
Sandlance Avenue	0.17
Halibut Drive	0.34
Capelin Lane	0.13
Humpy Drive	0.27
Needlefish Lane	0.16
Sockeye Drive	0.28
Herring Lane	0.04
Coho Drive	0.27
Steelhead Drive	0.22
Candlefish Lane	0.11
Willow Way	0.33
Pine Street	0.35
Shooting Star Lane	0.14
Lupine Lane	0.14
Columbine Lane	0.12
City Hall Access	0.06
<b>Subtotal Area 3 Miles</b>	<b>4.91</b>

<b>Area 4</b>	<b>Miles</b>
Wilson Road	2.09
Fara Way	0.27
White Drive	0.33
Parker Drive	0.34
Harry Hall Drive	0.43
River Bend Lane	0.23
Chase Drive	0.43
Jensen Road	0.24
Hemlock Road	0.24
<b>Subtotal Area 4 Miles</b>	<b>4.59</b>
<b>Area 5</b>	<b>Miles</b>
Rink Creek Road	3.73
Buoy Drive	0.21
Island View Drive	0.28
<b>Subtotal Area 5 Miles</b>	<b>4.22</b>
<b>Area 6</b>	<b>Miles</b>
Boat Harbor Road & DRC Access	0.27
Bill's Drive	0.28
Meadowbrook Lane	0.25
Fairweather Road	0.25
Pleasant Avenue	0.15
Jacob Avenue	0.31
Gustav Drive	0.20
Travis Drive	0.20
Benjamin Drive	0.21
Glen's Ditch Road to Nagoonberry Trailhead	0.53
Same Old Road	0.84
Dungeness Way	0.12
End of the Trail	0.26
<b>Subtotal Area 6 Miles</b>	<b>3.87</b>
<b>Total City-Maintained Miles</b>	<b>22.89</b>

## SECTION 207

### MACHINE BRUSHING WITH CONTRACTOR-SUPPLIED BRUSH MOWER

#### 207-1.01 Description:

This work shall consist of machine cutting of brush from designated roadsides within City rights-of-way, using a contractor-supplied brush mower, as directed by the City Administrator or Road Maintenance POC.

#### 207-2.01 Construction Requirements:

The City Administrator or Road Maintenance POC, or his/her designee, will determine the limits of work and denote any trees, shrubs, plants, and other objects to remain. The Contractor shall leave undisturbed all things thus designated to remain.

Stumps shall be cut off not more than 6" above the ground. Cut stems shall be chopped to short lengths by the machine where feasible until they lie flat on the ground, i.e. not protruding over a foot above the ground.

The Contractor shall provide a safe operation. Contractor shall watch out for pedestrians, pets, and residential property that may be injured or damaged by the machine or flying debris, and shall stop operations or bypass areas where pedestrians, pets, or residential property are at risk until such time as the risks can be removed.

All debris that falls within the roadway shoulders or on private property during the clearing operation shall be cleared to areas within the right-of-way as directed by the City Administrator or Road Maintenance POC.

#### 207-3.01 Method of Measurement:

Machine clearing will be paid for by the hour. Contractor shall maintain a log of time spent doing these activities and of locations brushed each day of operation. Data from the log shall be submitted with the billing for the time.

#### 207.4.01 Basis of Payment:

The Contractor's time machine brushing will be paid for at the contract hourly rate for brushing completed and accepted by the City Administrator or Road Maintenance POC.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
207	Machine Brushing with Contractor-Supplied Mower	Hour

**END OF SECTION**



## SECTION 208 BLADING ROADBED

### 208-1.01 Description:

This work shall consist of blading the surface of an existing road to remove potholes and wash-boarding and to re-establish an adequate crown and super-elevation as directed by the City Administrator or Road Maintenance POC.

### 208-2.01 Construction Requirements:

Equipment. The contractor's equipment must be a motor grader or pull-type grader of adequate size and quality and properly maintained to perform the requirements of this specification. Worn cutting edges and uneven tire pressure are not acceptable. Contractors are encouraged to use a cab-mounted slope meter to establish required crowns.

Response time: 72 hours from call-out by the City Administrator or Road Maintenance POC unless otherwise directed.

General. Blade and shape the existing travel-way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, to at least three percent (3%), to provide drainage away from the traveled-way. Thoroughly loosen surfacing materials to the depth of pot holes, or corrugations. Retain the surface materials on the roadbed, and provide a thorough mixing of materials within the completed surface width. Shape existing drainage dips to divert runoff to the existing outlet. Where ditches are not present, do not undercut roadway back slopes.

Existing Structures. Do not place materials resulting from this work on structures such as bridges or drainage dips or in culverts.

### 208-3.01 Method of Measurement:

Bladed roadbed will be measured by the designated road unit and shall include as many passes as are necessary to provide a smooth, properly shaped road surface. The Committee may also approve spot grading using Specification 208A Spot Grading Roadbed with its pay unit and hourly rate. Spot grading may also include grader ditching.

### 208-4.01 Basis of Payment:

The accepted quantities of blading roadbed will be paid for at the contract unit price per designated road unit, or fraction thereof, completed and accepted by the City Administrator or Road Maintenance POC.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
208	Blading Roadbed	Designated road unit

**END OF SECTION**

**SECTION 208A and 208B**  
**SPOT BLADING ROADBED and GRADER DITCHING**

**208A-1.01 Description:**

This work shall consist of spot blading the surface of limited sections of an existing road to remove potholes and wash boarding, and re-establish an adequate crown as directed by the City Administrator or Road Maintenance POC. This specification may be applied at the discretion of the City Administrator or Road Maintenance POC or Contractor for cases where blading of long sections of road is not needed but where relatively localized sections of roads need spot repairs. This work may also include grader ditching as directed.

**208A-2.01 Construction Requirements:**

**Equipment.** The contractor's equipment must be a motor grader or pull-type grader of adequate size and quality and properly maintained to perform the requirements of this specification. Worn cutting edges and uneven tire pressure are not acceptable. Contractors are encouraged to use a cab-mounted slope meter to establish required crowns.

**Response time:** 72 hours from call-out by the City Administrator or Road Maintenance POC unless otherwise directed.

**General.** Blade and shape the existing travel-way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, to at least 3 percent, to provide drainage away from the traveled-way. Thoroughly loosen surfacing materials to the depth of pot holes, or corrugations. Retain the surface materials on the roadbed, and provide a thorough mixing of materials within the completed surface width. Shape existing drainage dips to divert runoff to the existing outlet. Where ditches are not present, do not undercut roadway back slopes.

**Existing Structures.** Do not place materials resulting from this work on structures such as bridges, drainage dips or in culverts.

**208A-3.01 Method of Measurement:**

Spot blading roadbed will be measured by the equipment hour, portal to portal.

Grader ditching will be measured by the equipment hour, portal to portal.

**20A8-4.01 Basis of Payment:**

The accepted quantities of spot blading roadbed, or grader ditching, will be paid for at the contract unit price per equipment hour or fraction thereof, portal to portal, completed and accepted by the City Administrator or Road Maintenance POC. Contractor shall provide the invoice with a log of equipment operating time and locations graded.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
208A	Spot Blading Roadbed	Hour
208B	Grader Ditching	Hour

**END OF SECTION**

## SECTION 209 RECONDITIONING DITCHES

### 209-1.01 Description:

This work will consist of cleaning and reconditioning roadside ditches to provide drainage.

### 209-2.01 Construction Requirements:

Ditches designated by the City Administrator or Road Maintenance POC shall be cleaned of all organics, sloughing, and other material that prevents flow. The ditch is defined as the flow channel below a level line extended from the shoulder of the road to the opposite (back) slope of the ditch. Waste material shall not be stockpiled on the road surface or bladed against the back slope of the ditch. Competent material generated during reconditioning may be used in the road surface as agreed upon by the contractor and the City Administrator or Road Maintenance POC. Unsuitable material shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

Reconditioning will be paid for by the quarter mile. (NOTE: This is ditch length and not road length). Unit costs per mile shall include all necessary excavation and hauling of waste material to accomplish reconditioning.

### 209-4.01 Basis of Payment:

The accepted quantities of reconditioning ditches will be paid for at the contract unit price per mile, or portion thereof, completed and accepted by the City Administrator or Road Maintenance POC.

Payment will be made under:

<u>Pay Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
209A	Reconditioning Ditches with removal of cut material	500 feet
209B	Reconditioning Ditches without removal of cut material	2500 feet

**END OF SECTION**

## SECTION 213 SPOT HAND CLEARING

### 213-1.01 Description:

This work shall consist of cutting trees and brush and, if requested, clearing cut material to disposal sites.

### 213-2.01 Construction Requirements:

The City Administrator or Road Maintenance POC will designate the limits of work and denote trees, shrubs, plants, and other objects to remain. No equipment on wheels or tracks shall be used unless approved by the City Administrator or Road Maintenance POC. Stumps shall be cut flush with the ground.

Selected trees, as designated by the City Administrator or Road Maintenance POC, shall be cut, bucked into 4 foot lengths and stacked neatly beyond the ditch and placed fully outside the road embankment, or, if requested, removed and disposed of in an acceptable manner. Selective tree removal may include leaning or dangerous trees and snags.

Intersection and road sight distance shall not be compromised during or after the hand clearing operation.

### 213-3.01 Method of Measurement:

Hand clearing will be paid for by the man-hour on site and working. Unit costs shall include all transportation to and from the site, equipment, labor, fuel, travel, etc. to complete the requested hand clearing on a man-hour on site and working basis.

### 213-4.01 Basis of Payment:

The accepted quantities of hand clearing will be paid for at the contract unit price per man-hour or portion thereof, completed and accepted by the City Administrator or Road Maintenance POC.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
213	Hand clearing	Man-Hour

**END OF SECTION**

## **SECTION 215**

### **SNOW PLOWING**

#### **215-1.01 Description**

This work consists of plowing snow from specified City roadway surfaces and from special areas of City property such as driveways, parking areas, and the boat harbor uplands.

#### **215-2.01 Plowing Requirements**

The roadway surface shall be cleared of snow from roadway shoulder to roadway shoulder each time it is plowed. Contractor shall plow snow evenly to both sides of the road such that berms along both sides are approximately equal throughout the winter—unless otherwise agreed by the Road Committee. The cleared width shall not be allowed to narrow as consecutive plowings occur. Snow berms shall be winged back at road intersection radii to a maximum height of 30 inches measured from the roadway centerline. If the contractor has to push snow berms back during winter to maintain roadway width, this work shall not be paid.

Gravel shall not be plowed off the road surface. It is acceptable to leave up to two inches of snow or hard pack on the road surface over the gravel. If the Contractor plows substantial amounts of gravel off the road, such that gravel, sand, and/or rocks from the road are deposited beyond the ditch or beyond the constructed back slope of the road embankment, the Contractor will be debarred from performing road maintenance for the City of Gustavus for three years.

The Contractor shall be responsible for all damages he causes to the roadway surface and damages to any facilities, public or private, located in or along the roadway.

Traffic surfaces of special areas such as City driveways and parking lots and the boat harbor uplands shall be cleared of snow and the snow shall be piled at locations designated by the Road POC.

All snow plowing shall commence within 12 hours from the time the Contractor is called out by the Road POC unless otherwise arranged with the POC. The Road POC shall designate to the Contractor the name(s) of person(s) with authority to call out the snow plowing.

#### **215-3.01 Method of Measurement**

Snowplowing of city roads will be measured by miles of road plowed. City road lengths have been determined by the Road POC and are provided to the Contractor at the time of bidding. The Committee shall specify to the Contractor which roads are to be plowed. The Road POC will call out the Contractor to plow snow on specified roads before 12 inches of fresh snow has accumulated. Fresh snow is defined as snow less than one week old.

Special areas such as City driveways, parking areas, and the boat harbor will each have unit prices per complete plowing as determined in the bid.

#### **215-4.01 Basis of Payment**

Snow plowing will be paid for at the contract bid unit price per mile for specified roads, and per contract bid unit price for plowing for specified special areas, completed, and accepted by the Road POC. The Road POC may order plowing of snow under special conditions, or in locations not addressed in the bid documents, and make payment according to the contractor's hourly billing rate for the equipment used.

**END OF SECTION**

## SECTION 219 A GUSTAVUS PIT RUN AGGREGATE

### 219A-1.01 Description:

This work shall consist of furnishing and placing a smooth, uniform surface with no cross berms, with one or more courses of aggregate on a prepared surface as directed by the City Administrator or Road Maintenance POC.

### 219A-2.01 Aggregate:

The aggregate shall be pit run aggregate from the City of Gustavus gravel pit at the intersection of Wilson Road and Rink Creek Road.

### 219A-2.02 Hauling:

Contractor is responsible for assuring that trucks hauling aggregate do not exceed weight limits for State Roads on which they travel. The Contractor is encouraged to check with State of Alaska Department of Transportation and Public Facilities for information on load limits for State Roads.

## CONSTRUCTION REQUIREMENTS

### 219A-3.01 Placing:

The Contractor shall lay a uniform lift of a three to four-inch course of pit run aggregate on the road surface suitable for application.

### 219A-3.02 Mixing:

None required.

### 219A-3.03 Shaping and Compaction:

No compaction will be required of the Contractor. Compaction will be achieved by subsequent vehicle traffic.

### 219A-4.01 Method of Measurement:

Aggregate will be measured by the cubic yard based on truck count as logged by the contractor. When requested in writing by the Contractor, the City Administrator or Road Maintenance POC may approve alternative methods of determining cubic yardage.

### 219A-5.01 Basis of Payment:

The accepted quantity of aggregate will be paid for at the contract price per cubic yard, complete, in-place and accepted by the City Administrator or Road Maintenance POC. The Contractor shall provide with the invoice a log of materials placed by location and date.

Payment will be made under:

Pay Item No.  
219A

Pay Item  
Pit Run Aggregate

Pay Unit  
Cubic Yard

**END OF SECTION**

## SECTION 603 CULVERT INSTALLATION OR REPLACEMENT

### 603-1.01 Description:

This item shall consist of installing new culvert(s) or replacing damaged culvert, including all necessary excavation and backfill material.

### 603-2.01 Materials:

Culvert and coupling bands shall be furnished by the City.

When the existing excavated material is not suitable for backfill, as determined by the City Administrator or Road Maintenance POC and the Contractor, material from the city gravel pit may be used.

### 603-3.01 Excavation and Backfill:

All culverts shall be installed so that the outlet of the culvert is lower than the inlet of the culvert, at a consistent, gradual decline. Culvert bedding shall consist of a minimum of 6 inches of suitable material. The culvert outlet shall be constructed to prevent erosion of the embankment.

Backfill material shall be placed in uniform layers of not more than 6 inches in depth and compacted to a density of not less than 95% of the maximum density as determined by AASHTO T-180, Method D, or Alaska T-12. In-place field densities will be determined by Alaska T-3 or T-11. An independent testing laboratory may be chosen and hired by the City Administrator or Road Maintenance POC. Ponding or jetting of material shall not be permitted.

### 603-3.02 Removal of Damaged Culvert:

Damaged culvert sections scheduled for repair may be removed by either sawing or torch cutting. All slag shall be removed and the end section ground reasonably smooth after torch cutting. *Krylon Industrial Quality Cold Galvanized Spray*, or an approved equivalent, shall be sprayed on galvanize culvert after cutting, following manufacturer's instructions. Care shall be taken during the cutting operation to leave the remaining end square so that the joint will be reasonably flush and even.

### 603-3.03 Joining Culvert:

Culvert shall be firmly joined by coupling bands. Unless specified otherwise, the Contractor shall use coupling bands furnished by the City.

a. Corrugated bands furnished and installed such that band corrugations match those of the culvert. Such bands shall be not less than manufacturers recommended width and installed such that the gap between adjoining sections of culvert does not exceed three (3) inches.

b. Deformed steel sheet bands (dimple bands) furnished and installed such that the projections fit within the culvert corrugations. Such bands shall be not less than manufacturers recommended width and installed such that the gap between adjoining sections of culvert does not exceed three (3) inches.

c. If helically corrugated culvert with at least two annular corrugations rolled into each end is furnished, a band specifically designed to couple this culvert may be used. This band width shall be as recommended by the manufacturer, shall have a continuous annular corrugation on each side that matches the second corrugation of the culvert installed and shall be drawn together by at least two 1/2-inch bolts through the use of a bar and strap

suitably welded to the band. These bands shall be furnished with two threaded steel tightening rods with a suitable connecting fitting. The tightening rods shall circumscribe the culvert in the band grooves and be securely tightened to furnish greater joint integrity.

d. Any other band that provides equal structural integrity and has been approved in writing by the City Administrator or Road Maintenance POC.

All bolted connections on coupling bands shall be furnished with cut-washers placed between the nut and the angle bracket, or nuts with integral washers.

#### 603-4.01 Method of Measurement:

Driveway and road crossing culverts shall be a minimum of 18" in diameter.

Culvert will be measured by the linear foot. Coupling bands will be measured by the number of units installed. Imported backfill material required for backfill shall not be measured for payment but shall be considered incidental to culvert installation and repairs.

#### 603-5.01 Basis of Payment:

All equipment, labor and imported backfill required for culvert installation and repair shall be included in the unit price for culvert.

The quantities shall be paid for at the contract price per unit of measurement, completed and accepted by the City Administrator or Road Maintenance POC, for each of the particular pay items listed below:

Numerical suffixes shall be the culvert diameter in inches.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
603(1-12)	12 Inch Culvert	Linear Foot
603(2-12)	12 Inch Coupling Band	Each
603(1-18)	18 Inch Culvert	Linear Foot
603(2-18)	18 Inch Coupling Band	Each
603(1-24)	24 Inch Culvert	Linear Foot
603(2-24)	24 Inch Coupling Band	Each
603(1-30)	30 Inch Culvert	Linear Foot
603(2-30)	30 Inch Coupling Band	Each
603(1-36)	36 Inch Culvert	Linear Foot
603(2-36)	36 Inch Coupling Band	Each
603(1-48)	48 Inch Culvert	Linear Foot
603(2-48)	48 Inch Coupling Band	Each

**END OF SECTION**



**CITY OF GUSTAVUS  
ORDINANCE FY23-XX**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
CHAPTER 6.03 WASTE DISPOSAL AND RECYCLING**

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

- Section 1. Classification. This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment. Now therefore, it is enacted by the Gustavus City Council that the following sections are to be amended as follows:

**Chapter 6.03.**

**Section 6.03.050 – Staff**

(a) The DRC paid staff shall consist of:

- (1) A department head/ (DRC) manager responsible for administration, planning, budgeting, public relations, agency contacts, permitting, regulatory compliance, supervision of DRC employees and volunteers and general operation of DRC facilities. The department head/ manager shall be supervised by the mayor or chief administrative officer.
- (2) A (DRC) operator responsible for all duties and activities to provide DRC services and to maintain the DRC facilities and equipment. The manager and operator duties may be combined into one regular position or divided between two regular positions. If the positions are divided between two individuals, the manager is the supervisor for the operator.
- (3) One (1) or more temporary DRC assistant operators, whose duties shall include labor and activities to support the DRC Operator. The temporary DRC assistant operator(s) are supervised by the DRC Operator.

**Section 6.03.040 - Services provided.**

- (7) Resale of reusable items within the community with proceeds to support DRC operation or to fund special community humanitarian needs as approved by the DRC manager;

Section 4. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**Date Introduced: XXXX XX, 20XX**

**Date of Public Hearing: XXX X, 20XX**

**PASSED** and **APPROVED** by the Gustavus City Council this XX<sup>th</sup> day of XXXX, 20XX

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Mike Taylor, Mayor

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Attest: Karen Platt CMC, City Clerk

DRAFT GENERAL MEETING AGENDA/PACKET FOR REVIEW AT WORK SESSION

## City of Gustavus

### Gustavus Disposal and Recycling Center (DRC) Operator Position Description

#### Title: DRC Operator

**Regular Position:** The DRC Operator position is a regular, seasonal full-time/ seasonal part-time, hourly position. The DRC Operator is expected to work up to 40 hours per week during the peak season of May – September, and 30 – 38 hours per week for October – April. The DRC Operator is expected to be present on all days that the DRC is open to the public and other catch-up days as need requires. DRC Operator works as the interim DRC Manager when need arises.

**Supervisor:** DRC Manager/ Operator

**Work Location:** Disposal and Recycling Center and Community Chest

#### Summary

- The DRC Operator has the primary responsibility of managing the intake, processing and final disposal of all the recyclable and non-recyclable waste delivered to, and processed by, the DRC facility. This includes such operations as the baling of recyclable and non-recyclable waste, the use of the waste mound and the food waste composting operation.
- The DRC Operator is responsible for customer flow and customer safety while the public is using the facility. The DRC Operator works with the public helping them make sure all deliveries conform to the DRC's operating policy - i.e., knowing what wastes acceptable and what wastes are not, and how to handle and dispose of special or hazardous wastes in accordance with related regulations
- The DRC Operator accepts payment of user and product fees and is responsible for collecting and reconciling funds from the DRC and Community Chest and making deposits to the City Treasurer on a periodic basis.
- The DRC Operator is responsible for equipment maintenance of all the equipment used at the DRC and works with the DRC Manager in planning for equipment replacement.
- The DRC Operator is responsible for assuring that DRC operations are conducted in a safe, and environmentally responsible manner. In compliance with City policy and with State and Federal regulations.
- The DRC Operator serves as the supervisor for DRC temporary labor pool staff (Pool) and performs on-site training for Pool staff on the safe operation of DRC equipment. The DRC Operator works with the DRC Manager in the recruiting and interviewing of Pool applicants.
- The DRC Operator has the responsibility of performing regular janitorial duties at the DRC and keeping the facility clean. Additionally, the DRC Operator is responsible for

light carpentry and building maintenance of DRC facilities including the Community Chest.

- The DRC Operator is encouraged to be aware of management activities and projects at the DRC to be available to work in place of the DRC Manager/ Operator on a temporary or interim basis. The DRC Operator works with the DRC Manager/ Operator in the development of DRC policies.
- The DRC Operator has the responsibility of collecting solid waste and revenue from the Community Chest on a regular basis.

#### **Qualifications, Abilities & Physical Requirements:**

- Applicants with prior work experience at the DRC or at other recycling oriented solid waste disposal facilities are preferred.
- Applicants must be able to do hard physical work in an un-heated and/or outdoor environment.
- Applicants must be able to lift 50 - 70 pounds of weight and manually move palletized materials weighing 500 - 1,600 pounds using a pallet jack.
- Applicants need to be comfortable operating the DRC's all-wheel steer and skid-steer loaders, large and small balers, glass pulverizer and other equipment. In short: the applicant must be comfortable operating powered equipment.
- Applicants must be able to operate electric saws, crowbars, wrenches and other hand tools.
- Applicants must be able to follow the DRC's operating protocols and be able to maintain daily paperwork.
- Applicants must have a working knowledge of how to use computers, computer operating systems and be able to learn customized software.
- Because of power equipment use all applicants must be 18 years of age or older.
- Applicants must have a valid State of Alaska Driver's license or capable of obtaining one within 30 days of hire. They must maintain insurability as determined by the City's insurance carrier. A Commercial Driver's License is not necessary but preferred.
- Access to an insured vehicle capable of hauling bagged solid waste is desirable.
- Applicants with a history of regular attendance that is punctual and dependable is required.
- Applicants must be trustworthy and use ethical behavior when dealing with internal and external customers.
- Applicants with a history of safe work practices and proper use of safety equipment is imperative.

**Training Provided:** On-site instruction of safe operating procedures for all applicable DRC equipment is provided as well as instruction and demonstration of proper paperwork, software & general waste handling procedures.

**Training desired:** Professional developmental training based on SWANA Manager of Landfill Operations, Compost Facility Operator Training, 24- or 40-hour HAZWOPER training and specialty training such as diesel mechanics and hydraulic systems training. Training is constrained by the DRC's operating budget.

**Notice:** Employees shall conduct city work only within the City of Gustavus unless an employee is on an authorized business trip.

The examples of duties and responsibilities included in this position description are intended only as illustrations of the various types of work typically performed. The omission of specific statements of duties and responsibilities does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This position description does not constitute an employment agreement between the City of Gustavus and an applicant for the position or an employee holding the position. The position description is subject to change by the City of Gustavus, in its sole discretion, as the needs of the city and requirements of the position change.



City of Hoonah  
 P.O. Box 360 Hoonah, AK 99829 (907) 945-3663 Fax (907) 945-3445

VIA EMAIL AND FIRST-CLASS MAIL

June 23, 2022

Mr. Tom Williams, City Administrator  
 City of Gustavus  
 P.O. Box 1  
 Gustavus, AK 99826  
[administrator@gustavus-ak.gov](mailto:administrator@gustavus-ak.gov)

RE: Incorporation of Xunaa Borough

Dear Mr. Williams:

The purpose of this letter is to invite the city of Gustavus to consider its inclusion in a new borough, the boundaries of which would generally follow the boundaries of the model Glacier Bay Borough developed by the Alaska Local Boundary Commission ("LBC").

As you likely know, since 2019 the city of Hoonah has been working, off-and-on, with LBC staff on our plan to submit a Xunaa Borough incorporation petition to the LBC. Little occurred on that effort during the height of the COVID-19 pandemic, but the time has now come to move on. Given the state's desire to supplant the unorganized borough with vibrant, functional regional governments, and given the similarities of the proposed Xunaa Borough to the LBC's own model borough, we believe it is in the state's interest, as well that of the residents within the proposed borough, to now move the matter ahead expeditiously.

A map of the model Glacier Bay Borough is enclosed. The city of Gustavus lies within the exterior boundaries of that model, and in the normal course would be a part of it. We are hoping that Gustavus is able to support inclusion in a Xunaa Borough patterned after that model. To that end, we'd ask you to consider these core elements of our borough proposal:

- We are proposing to form a home rule borough that will be exercising limited areawide powers. Those powers are: planning and zoning; taxation; and education. The Xunaa Borough would not exercise any areawide power other than these three, and all of the functions, duties and powers currently being exercised by the city of Gustavus would continue unaffected;
- With respect to planning and zoning, Alaska Statute 29.40.010(b) allows boroughs to delegate these powers to cities within the borough, and the Xunaa Borough proposes to do just that for the city of Gustavus;

City of Gustavus

June 23, 2022

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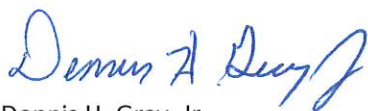
- The only areawide tax proposed for the Xunaa Borough is a sales/use tax on fish commercially harvested within borough waters. And while the reach of that tax would not be affected by Gustavus inclusion or exclusion from the borough, its inclusion would allow Gustavus to benefit from the substantial revenues we expect to receive from the tax; and
- Those fish tax revenues could be used to supplement the state share of school funding areawide. The adequacy of educational funding will continue to be a challenge to all of us, and participation in fish tax revenues is one way to address that concern. A fish-tax fueled Xunaa Borough School District would, we believe, be considerably more financially secure than Gustavus's status quo.

We would be delighted to attend an upcoming city council meeting to discuss borough formation and what we believe to be the considerable upside of inclusion in the borough. And while we are aware of your 2019 resolution opposing borough formation, we are hoping that a better understanding of the limited parameters of borough formation will inspire a new look at the issue. We do need to stress that, having been delayed for over two years by COVID, Hoonah does feel a need to move this process along. And we are hoping that the passage of time does not compel us to the conclusion that, by default, Gustavus opposes inclusion in the borough.

With that in mind, we do very much look forward to hearing from you. Dennis can be reached at (907) 945-3663 or [dgray@cityofhoonah.org](mailto:dgray@cityofhoonah.org) and Jim can be reached at (907) 586-2891 or [jshieehan@stsl.com](mailto:jshieehan@stsl.com).

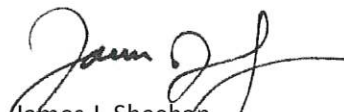
Sincerely,

City of Hoonah



Dennis H. Gray, Jr.  
City Administrator

Simpson Tillinghast Sheehan, P.C.



James J. Sheehan  
Attorneys for City of Hoonah

Enclosure

cc: Mr. Robert Blasco, Attorney for City of Gustavus ([rpblasco@hoffmanblasco.com](mailto:rpblasco@hoffmanblasco.com))  
Mr. Nils Andreassen, Alaska Municipal League ([nils@akml.org](mailto:nils@akml.org))



**Glacier Bay Region.** The Commission conducted hearings on model boundaries for this region in Hoonah, Pelican and Gustavus in January 1992. On May 8, 1992, the Commission defined model borough boundaries for the region extending from Cape Fairweather to Chatham Strait. These model boundaries encompass Glacier Bay and the communities of Elfin Cove, Pelican, Hoonah, Gustavus and Tenakee Springs. In 1990, the region had a population of 1,858.

