



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

AGENDA

VIRTUAL MEETING INFORMATION

<https://us02web.zoom.us/j/83838156432?pwd=Mnh0WDBSc0x4cDFhem9LYlcvUFM0dz09>

ID: 838 3815 6432 **PASSCODE:** 831009 **TEL:** 253 215 8782

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 General Meeting 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.](#) Motion to Amend Gustavus Community Center Endowment Fund Grant Budget
- [10.](#) FY23-01 Introduction Providing for the Amendment of Title 6 City Departments & Contracted Services Chapter 6.03 Waste Disposal & Recycling, Sections 6.03.040 & 6.03.050 (Public Hearing 08-08-2022)
- [11.](#) Approve Gustavus Disposal and Recycling Center (DRC) Operator Position Description

CITY COUNCIL REPORTS

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

CITY COUNCIL QUESTIONS AND COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

EXECUTIVE SESSION

ADJOURNMENT

POSTED ON: July 13, 2022 at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

ADA NOTICE

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

VISION STATEMENT

We envision a distinctive community:

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

**CITY OF GUSTAVUS
CITY COUNCIL GENERAL MEETING
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 9th 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**

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



GVFD QUARTERLY HIGHLIGHTS

18 volunteers in 3 divisions

150 total volunteered hours this quarter

20 total calls to date (4 fire 16 EMS)

- April
 - 3 EMS calls
 - 1 fire
 - 40 total hours
 - Still working on fire house clean up in and around the building
 - Meetings discussing grant options
 - Triennial mass casualty drill.
 - There was a request for a cell phone booster to be installed down by the dock, however because cell phone boosters use the constructed walls to bounce the signal, the cell phone boosters will not work.
- May
 - 4 EMS calls
 - 1 fire
 - 50 total volunteer hours
 - Sizing fire gear to volunteers in preparation in purchasing Fire Gear.
 - Working with Boundtree to fix some back orders for restocking the ambulance
 - Had our first Heartsaver CPR/First Aid Class.
- June
 - 4 EMS Calls
 - 0 Fire Calls
 - 40 Total Volunteer hours
 - Placed the order for the new Fire Gear
 - Purchased more radios
 - Announced and hired second COVID-19 Testing position
 - Preparation for the 4th of July BBQ and Ducky race. Thank you everyone who contributed funds to help the Gustavus Volunteer Fire Department Association.



Announcements:

- I would like to make sure everyone knows you can schedule a counseling session via telephone through the Gustavus Clinic or call Mountainside behavior Health at (907) 874-7201
- We still provide Heartsaver CPR/First Aid classes for individuals who would like to take the class. Email or call me at the fire hall if you would like to get on the list.
- We need responder and dispatcher Volunteers. If you would like to see what you can do for our Fire Department contact Sol Martinez, (907) 697-2707 or sol.martinez@gustavus-ak.gov, for more information.

Goals

- It is still my goal to purchase a water tender to replace one of our water tankers to provide a quicker and safer response to our fire scenes.
- Next project is to paint the exterior of the Fire Building
- We will be installing a new Tower for the new radio repeater antenna. This will help expand radio coverage throughout Gustavus, AK



CLERK'S REPORT
JULY 18, 2022
 Submitted by Karen Platt

Council ATTENDANCE SHEET is attached

- ✓ Thanks go out to Mayor Taylor and Council Member Lewis for cleaning up the shelter and brush around the Salmon River Park. Volunteers, Meadow Brook, Ann Wildman, Jane Button, Fawn Bauer, and Kathy Hocker planted beautiful flowers in the flower boxes and the LDS Church got together and did their annual mowing and clean-up of the prior to the July 4th celebration. The park looks great and being used by children, picnickers and being reserved for gatherings.
- ✓ I have been working with the Fire Chief on administrative use of the city website for his department and the COVID-19 page. He will be responsible for maintaining the GVFD page and serve as back-up for the COVID-19 page in my absence. I will also be doing the same for our city Facebook page.
- ✓ I plan to work with each department on their records. The plan is to update the department paper and electronic files so that they fall in line with the records retention schedule. I am currently working with the Fire Chief and will work my way through each department as time allows.
- ✓ John Sanchez is cleaning City Hall now, one hour per week and Paul Berry is picking up trash 1 time per week or as needed. I really appreciate that our new City Administrator, Kathy Leary saw the need for this and made it happen.
- ✓ I was able to discard some old electronics through our IT contractor on a trip to Juneau. Slowly but surely, things are getting really cleaned up at City Hall.
- ✓ 2022 is a busy election year! Up next is the Primary Election on August 16, followed by the Gustavus City Council and Regional Educational Attendance Area (REAA) Election on October 4, and the General Election on November 8. I will be posting dates, deadlines, and other information along the way.

I anticipate having two council seats on the ballot this year. Start spreading the word to who you think might be interested in filling this important volunteer position in our community.

- ✓ I have begun preliminary work on this years upcoming municipal election. I work from an Election Timeline for the City of Gustavus that outlines what needs to happen when. I begin election work the first week of July, 90 days before election day by reviewing election ordinances, code and the rest of my election timeline. I am always adding things to my timeline as I learn ways of improving. Currently, I am reviewing our code on contested elections and special needs voting steps.

[illegible]

	Special Meeting/Work Session Present
	General Meeting Present
	Absent (unexcused)
	Absent (excused)

Section 2.20.100 - Vacancies.

(f) Is unexcused from any five (5) meetings in a calendar year including, but not limited to work sessions, and regular or special meetings.

Section 2.30.040 - City council member attendance policy for regular meetings.

(a) Any absence of a city council member from a regular meeting of the city council shall be deemed to be unexcused unless the city council member is absent from the meeting as a result of attending to official business on behalf of the City of Gustavus, for extenuating medical reasons, or for other significant cause as determined by the city council, in which case the absence shall be deemed to be excused.

Marine Facilities Coordinator (MFC) Quarterly Staff Report

Ben Sadler, Marine Facilities Coordinator / Harbormaster

Monday, July 18th

My last quarterly report was at the May 9th General Meeting, and my next report will be at the October 17th General Meeting.

General Day to Day

I will be separating the Harbormaster position from the MFC portion for clarity on specific tasks performed.

Harbormaster

In my role as harbormaster, I have been spending my time monitoring activities at the dock, beach, and boat harbor. On May 16th along with Bill Veler from Hoonah, Kriss Hart (Western Marine), and Hrant Harutyunyan (DOT), I was able to get the Steel float moved from Bullmoose Cove at Pleasant Island back to its summer location at the Gustavus multi-modal Dock facility. Western Marine was then able to repair the broken gates to secure them to the pilings while we wait for the newly fabricated collar ties DOT is having built to replace the broken gates. I was then able to come back that night and got the ramp lowered giving access to the float on May 17th. Fairweather Construction and I were then able to move the skiff floats on May 17th and the wooden float on May 18th. Ideally, we would have moved the Steel float in April but having all floats in place by mid-May is on par with previous years. After the floats were in place, I ordered 600' of floating line to secure the Bullmoose Cove buoys but after returning to attach them I was unable to find the eastern most buoy. I am currently working with Angler's Inn to try to locate the missing anchors. Once located we will try to secure their lines at the surface while a new buoy system is installed. (I will comment more on this in the MFC portion of this report.) Since getting the floats moved into place, I have continued routine maintenance including replacing bumper boards, securing grating, and weekly fastener checks and replacement. We have had a few instances of folks driving off road at the beach. More barriers are scheduled to be put in place and I have been asked to put up more signs.

Marine Facilities Coordinator

In my role as Marine Facilities Coordinator (MFC), I have been working on getting the supplies necessary to build the addition onto the MF shed in the boat harbor. I have also been looking into (at the request of the Mayor) finding a work skiff for the City to use for moving the floats in the future. On June 10th we received our first report of fish carcasses being dumped in the boat harbor. Due to miscommunication the Gustavus Fish Waste Disposal Station (GFWDS) was not finished by the May 15th deadline I set in the approved scoping document, but I have since been able to get a bear-proof fish waste container ordered and have started the process of getting the GFWDS constructed. I now believe that we will have this project completed in the fall of this year. Western Marine completed the DOT ordered repairs to last year's dock work in the middle of June. So far this year we have 82 private vessels and 27 commercial vessels registered with the City. I have removed 276#s of trash and 163#s of recyclables from the Beach receptacles. I have been able to have some of the unused (abandoned) floats removed from the Boat Harbor and relocated to other communities in Southeast Alaska. I have also been working with community members to try to come up with a plan to make the unused City floats in the Boat Harbor more accessible.

Missing Buoy. The missing buoy in Bullmoose Cove presents the City with a unique, and possibly very expensive problem. The cause of the buoy's disappearance is almost certainly due to the current set up of two anchors, each connected to its own line, and then connected to one buoy, being free to spin and twist all summer while kelp and other ocean life attaches itself and grows on the lines. Even with the float attached we discovered that the lines were becoming intertwined and myself and Elm Robichaud spent hours untangling what we could pull into the boat to make them usable. I believe that what we are now experiencing is due to this tangling pulling the buoy down and the buoy eventually releasing from the weight of the anchors and the pressure of the current as it tried to remain afloat. Once we have located the anchors, we will drag the bottom with a hook until we snag the lines and will then attach additional line with a temporary buoy until we can sort out the bigger problem of untangling the lines. How we untangle the lines and what will we do to guarantee that this does not continue to happen in the future will need further consideration. I will write up a separate report for the Council with a list of

options and recommendations from DOT and companies who deal with these kinds of issues so that you can direct me on how you would like to proceed. This problem will need to be addressed in some manner prior to moving the steel float from the dock in the Fall.

I would also like to report that the City's proactive approach to the "feeding of sealions" problem at the dock has been extremely successful so far. I have seen different approaches from different companies, but all seem to be working to comply with the City's policy. I have not seen any improperly stored or disposed of fish carcasses on any boats connected to the float system so far this summer. There is however still evidence of local community members dumping food waste off the end of the Dock.

I have also been able to do maintenance work for other departments with direction from the Mayor and City Administrator.

Completed by BPS 07/12/2022.

Profit & Loss Budget vs. Actual COG Accrual

July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Admin Fees	11.75			
Business License Fees	3,260.00	3,000.00	260.00	108.7%
Donations	2,830.00	800.00	2,030.00	353.8%
DRC Income	114,939.83	86,100.00	28,839.83	133.5%
Federal Revenue				
Arp - 22-LGLR	161,525.64			
American Rescue Plan Act	102,543.96	107,902.33	-5,358.37	95.0%
Natl Forest Receipts-Encumbered	47,599.28	35,000.00	12,599.28	136.0%
Payment In Lieu of Taxes	121,077.95	121,077.95	0.00	100.0%
Total Federal Revenue	432,746.83	263,980.28	168,766.55	163.9%
Fundraising	440.00	1,100.00	-660.00	40.0%
GVFD Income	3,319.51	9,750.00	-6,430.49	34.0%
Interest Income	347.56	350.00	-2.44	99.3%
Lands Income	27,690.00	25,000.00	2,690.00	110.8%
Lease Income	10,353.73	13,125.67	-2,771.94	78.9%
Library Income	2,583.50	500.00	2,083.50	516.7%
Marine Facilities Income	24,730.00	15,700.00	9,030.00	157.5%
Other Income	7.00	0.00	7.00	100.0%
State Revenue				
Community Assistance Program	77,370.21	77,370.21	0.00	100.0%
Shared Fisheries Business Tax	896.34	500.00	396.34	179.3%
Total State Revenue	78,266.55	77,870.21	396.34	100.5%
Tax Income				
Retail Tax Income	435,479.10	400,000.00	35,479.10	108.9%
Remote Sellers Retail Tax	47,042.78	30,000.00	17,042.78	156.8%
Room Tax Income	81,730.82	65,000.00	16,730.82	125.7%
Fish Box Tax	8,860.00	8,860.00	0.00	100.0%
Penalties & Interest	6,187.66	0.00	6,187.66	100.0%
Tax Exempt Cards	300.00	300.00	0.00	100.0%
Total Tax Income	579,600.36	504,160.00	75,440.36	115.0%
Total Income	1,281,126.62	1,001,436.16	279,690.46	127.9%
Gross Profit	1,281,126.62	1,001,436.16	279,690.46	127.9%
Expense				
Administrative Costs	1,390.35	2,000.00	-609.65	69.5%
Advertising	830.91	1,120.00	-289.09	74.2%
Bank Service Charges	6,541.54	4,750.00	1,791.54	137.7%
Building	20,887.86	22,344.48	-1,456.62	93.5%
Contractual Services	47,540.19	124,700.00	-77,159.81	38.1%
Dues/Fees	9,333.55	9,900.00	-566.45	94.3%
Economic Development Services				
GVA	30,000.00	30,000.00	0.00	100.0%
Total Economic Development Services	30,000.00	30,000.00	0.00	100.0%
Election Expense	329.92	350.00	-20.08	94.3%
Equipment	18,077.86	35,410.99	-17,333.13	51.1%
Events & Celebrations	3,570.51	3,675.00	-104.49	97.2%
Freight/Shipping	31,998.69	26,250.00	5,748.69	121.9%

City of Gustavus
Profit & Loss Budget vs. Actual COG Accrual
July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Fundraising Expenses	1,588.44	850.00	738.44	186.9%
General Liability	19,963.18	17,480.61	2,482.57	114.2%
Gravel Pit Fund	6,000.00	6,000.00	0.00	100.0%
Library Materials	1,499.67	2,700.00	-1,200.33	55.5%
Marine Facilities	4,186.20	5,486.20	-1,300.00	76.3%
Occupational Health	0.00	500.00	-500.00	0.0%
Payroll Expenses	432,585.82	498,354.09	-65,768.27	86.8%
Professional Services	11,527.50	15,000.00	-3,472.50	76.9%
Public Relations	0.00	250.00	-250.00	0.0%
Relocation	0.00	1,000.00	-1,000.00	0.0%
Repair & Replacement Fund	16,545.71	16,545.71	0.00	100.0%
Road Maintenance	256,295.54	205,000.00	51,295.54	125.0%
Stipend	3,000.15	3,000.00	0.15	100.0%
Supplies	26,673.87	22,000.00	4,673.87	121.2%
Telecommunications	18,305.79	21,540.00	-3,234.21	85.0%
Training	10,929.20	14,900.00	-3,970.80	73.4%
Travel	796.00	4,500.00	-3,704.00	17.7%
Utilities	19,237.21	19,360.00	-122.79	99.4%
Vehicle	8,013.89	7,985.67	28.22	100.4%
Total Expense	1,007,649.55	1,122,952.75	-115,303.20	89.7%
Net Ordinary Income	273,477.07	-121,516.59	394,993.66	-225.1%
Other Income/Expense				
Other Income				
Encumbered Funds				
Other Savings for Road Maint	65,000.00	65,000.00	0.00	100.0%
Total Encumbered Funds	65,000.00	65,000.00	0.00	100.0%
Total Other Income	65,000.00	65,000.00	0.00	100.0%
Net Other Income	65,000.00	65,000.00	0.00	100.0%
Net Income	338,477.07	-56,516.59	394,993.66	-598.9%

City of Gustavus
Balance Sheet
As of June 30, 2022

	Jun 30, 22
ASSETS	
Current Assets	
Checking/Savings	
AMLIP Capital Improv Current (0630598.1)	5,003.37
AMLIP Capital Improv Long-Term (0630598.2)	339,097.12
AMLIP Repair & Replacement (0630598.3)	327,639.39
AMLIP Road Maint - Unencumbered (0630598.4)	132,234.27
AMLIP Gravel Pit Fund (0630598.8)	12,006.19
AMLIP Reserve (0630598.12)	334,950.22
APCM.Endowment Fund	1,603,092.17
FNBA - Checking	1,462,012.59
FNBA Endowment Fund - Checking	73,014.09
Petty Cash	631.30
Total Checking/Savings	4,289,680.71
Accounts Receivable	
Accounts Receivable	23,515.48
Total Accounts Receivable	23,515.48
Other Current Assets	
Prepaid fuel oil	4,242.19
Undeposited Funds	60.00
Total Other Current Assets	4,302.19
Total Current Assets	4,317,498.38
Fixed Assets	
Property & Equipment	-950.00
Total Fixed Assets	-950.00
TOTAL ASSETS	4,316,548.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	262.93
Total Accounts Payable	262.93
Credit Cards	
Bank of America Alaska Air Visa	-8,782.31
Total Credit Cards	-8,782.31
Other Current Liabilities	
Accrued Leave	7,269.28
Deferred Income	19,110.00
Direct Deposit Liabilities (Direct Deposit Liabilities)	-874.40
Payroll Liabilities	
State Unemployment	1,567.93
Payroll Liabilities - Other	-100.00
Total Payroll Liabilities	1,467.93
Total Other Current Liabilities	26,972.81
Total Current Liabilities	18,453.43
Total Liabilities	18,453.43
Equity	
Fund Balance	3,074,596.78
Opening Bal Equity	1,084,743.57
Net Income	138,754.60

3:19 PM

07/11/22

Accrual Basis

City of Gustavus
Balance Sheet
As of June 30, 2022

Item #6.

	Jun 30, 22
Total Equity	4,298,094.95
TOTAL LIABILITIES & EQUITY	4,316,548.38

Accounts Receivable Detail**As of 06/30/22**

\$0.00	Airport Screeners Contract -Oct/Nov/Dec/Jan invoice to DHSS paid
\$2,746.48	Delinquent Sales Tax
\$2,659.00	Ambulance Transport Billing - In Progress
\$18,110.00	Fish-Box Tax Deferred Income
\$0.00	Net of Other Customer Account Balances
\$23,515.48	Total

FNBA Checking Account - Unrestricted Funds Balance**As of 06/30/22**

FDIC: The standard deposit insurance coverage limit is \$250,000 per depositor, per FDIC-insured bank, per ownership category.

City of Gustavus has a tri-party agreement in place that collateralizes our account, providing protection for the full value of our account balances.

FNBA Checking Account Balance: **\$1,462,012.59**

Obligated Funds Currently in Checking Account:

		\$0.00
MF	CP18-01 Salmon River Harbor	(\$9,856.96)
Roads	CP18-02 Wilson Rd Drainage	(\$40,000.00)
DRC	CP18-05 DRC Pre-Processing	(\$11,166.43)
DRC	CP18-07 Household Haz Waste Fac.	(\$9,930.34)
Admin	CP19-03 Gustavus Beach Improv.	(\$10,389.89)
DRC	CP19-06 DRC Composting Facility	(\$106,050.00)
Library	CP19-08 Library Roof/Awning/Shed	(\$10,000.00)
Admin	CP21-02 Refurbish Old P.O.	(\$10,000.00)
Roads	CP21-03 Good River Bridge Repairs	(\$12,775.56)
MFC	CP21-04 MFC Building at SRBH	(\$2,421.47)
DRC	CP21-05 DRC Main Bldg Replacement	(\$30,000.00)
MFC	CP21-06 MFC Fish Waste Disposal	(\$5,000.00)
Roads	ITB FY22-01 RM Grandpa's Bridge	(\$550,000.00)
GVFD	CP22-01 Structural Fire Gear	(\$50,000.00)
Library	SoA OWL Internet Subsidy	(\$300.00)
Roads	USFWS Chase Drvwy	(\$251.02)

Unrestricted Funds: **\$603,870.92**

Pending Transfers:

Per the Unrestricted Fund Balance Policy (Res. CY18-18), the unrestricted fund balance should be 17-35% of the current fiscal year's operating expenses, with a target of 25%.

FY22 budgeted operating expenses:	\$1,088,271.20
25% =	\$272,067.80
17% =	\$185,006.10
35% =	\$380,894.92

Capital Projects 2021-2025

Capital Projects	Budget Requested	Amount Funded	Funded Project QuickBooks Class Name	Dept.	Short Form Complete	Full Scoping Document Submitted	Council Approval	Funded Date	Notes	Proposed Completion Date	Proposed Funding Source
Ongoing, already funded:											
Household Hazardous Waste Facility	\$ 59,450	\$ 59,450	CP18-07 Household Haz Waste Fac	DRC	N/A	12/5/2016	12/12/2016	5/13/2019		in progress	CIP, or AMLIP
Salmon River Harbor Clean-up & Kiosk	\$ 27,000	\$ 27,000	CP18-01 Salmon River Harbor	MF	N/A	1/3/2017	1/9/2017	6/11/2018		in progress	AMLIP
Wilson Rd. drainage improvement	\$ 40,000	\$ 40,000	CP18-02 Wilson Rd Drainage	Roads	N/A	1/26/2018	5/14/2018	6/11/2018 then returned; again 9/20/21		in progress	AMLIP
LIDAR	\$ 28,400	\$ 28,400	CP18-04 LIDAR of Gustavus		4/5/2018	n/a	4/9/2018	6/11/2018		Done	AMLIP
Library Roof Repair	\$ 50,000	\$ 150,000	CP19-08 Library Roof/Shed/Awning	Library	N/A	7/22/2019; revised 8/5/19; revised 8/3/20	7/22/2019; revised 8/5/19; revised 8/10/20	8/12/2019; 9/21/20		Done	AMLIP CP and R&R
Gustavus Beach Improvements: Phase 1	\$ 65,800	\$ 53,150	CP19-03 Gustavus Beach Improv.	Admin	N/A	3/11/2019	3/11/2019	4/8/2019		in progress	AMLIP
Compost Yard Improvement	\$ 111,585	\$ 111,585	CP19-06 DRC Composting Facility	DRC	N/A	1/2/2018, revised 3/11/19	1/15/2018, revised 3/11/19	5/13/2019		in progress	CIP, or AMLIP CP and R&R
Inflow Storage & HHW Facility Storage Area	\$26,400, then \$62,000	\$ 62,000	CP18-05 DRC Pre-Processing	DRC	N/A	9/16/2016, revised 3/11/19	9/16/2016, revised 3/11/19	5/13/2019	6/11/18 amended scoping document; 3/11/19 amended	in progress	CIP, or AMLIP
Fire Hall Rain Cistern System	up to \$25,000			GVFD						in progress	CARES Act
Good River Bridge Repairs, Phase 1 engineering	\$ 15,000	\$ 15,000.00	CP21-03 Good River Bridge Repair	Roads	6/19/2021		7/19/2021	8/9/2021		in progress	
City Road Improvements, Phase 1 road engineer	\$ 30,000			Roads					use \$40K from Wilson Rd. CP, if FEMA reimburses	Near-term	
Main Building Replacement, Phase 1 design/eng.	\$ 30,000		CP21-05 DRC Main Bldg Replacement	DRC	N/A	2/3/2020	2/10/2020	10/11/2021		in progress	CIP
Old P.O./Preschool building refurbish	\$ 10,000	\$ 10,000.00	CP21-02 Refurbish Old P.O.	Admin	7/6/2021		7/19/2021	8/9/2021		Near-term	
MFC Building at Salmon River Boat Harbor	\$ 8,000	\$ 8,000.00	CP21-04 MFC Building at SRBH	MFC	6/26/2021		7/19/2021	8/9/2021		in progress	
Tsunami Siren Power Installation at SRBH	\$ 4,112	\$ 4,112.45	CP21-01 Tsunami Siren Power Ins	GVFD	7/6/2021		7/19/2021	8/9/2021		done	
Library Bike Shelter/Shed, Phase 1 design/eng.	\$ 15,000	\$ 15,000.00	CP19-08 Library Roof/Shed/Awning	Library	N/A	7/22/2019; revised 8/5/19	7/22/2019; revised 8/5/19	8/12/2019	only \$10,000 moved 8/12/19; \$5000 still to transfer	Near-term	AMLIP
Flood Mitigation and Recovery	\$ 105,000								Operating Budget see Wilson Rd. drainage imp.	in progress	FEMA
Gustavus Fish Waste Disposal Station	\$ 5,000		CP21-06 Fish Waste Disposal	MF/DRC	8/25/2021		9/20/21	10/11/2021		Near-term	
Quick Attack/Wildland Firefighting Truck	\$ 80,000			GVFD	1/28/2020	N/A	2/10/2020			Near-term	CIP, or grants
Gravel Pit Improvements	pending		CP19-07 Gravel Extraction Improv.	Lands	N/A	4/25/2019	5/13/2019	postponed		Near-term	CIP, or AMLIP
Main Building Replacement, Phase 2 build	\$ 257,500			DRC	N/A	2/3/2020	2/10/2020			Mid-range	CIP
Roof/Building Exp. - Architectural & Engineering	\$ 30,000			GVFD	N/A	2/9/2018	2/12/2018			Mid-range	CIP
Library Expansion - Architectural & Engineering	\$ 30,000			Library	3/1/2018		2/11/2019			Mid-range	CIP
Drinking Water Point-Source Project Dev.	pending									Mid-range	
Structural Firefighting Gear (expire 2022)	\$ 82,500			GVFD						Mid-range	
Good River Bridge Repairs, Phase 2 construction				Roads						Mid-range	
Three Phase Power Installation				DRC						Mid-range	
Library Bike Shelter/Shed, Phase 2 construction			CP19-08 Library Roof/Shed/Awning	Library	N/A	7/22/2019; revised 8/5/19	7/22/2019; revised 8/5/19	8/12/2019		Mid-range	AMLIP
Baler Purchase	\$ 166,630			DRC	N/A					Mid-range	
City Road Improvements, Phase 2 implementation				Roads						Mid-range	
Library Ventilation Fans Replacement	\$ 7,000			Library						Mid-range	
Refurbish/Repurpose Composting Quonset	\$ 15,000			DRC						Mid-range	
Salmon River Boat Harbor Barge Ramp Improvement				MF	N/A	9/2/2020	9/21/2020			Mid-range	AMLIP R&R
City Hall front room - carpeting, painting, windows	\$ 15,000			Admin	2/14/2018					Mid-range	
Landscape Design consultation				-split-	2/20/2018					Mid-range	
Utility Pick-up Truck	\$15-60,000.00			GVFD	2/15/2018					Mid-range	
Water Tender / Road Water Truck				GVFD	2/15/2018					Mid-range	
Grandpa's Farm Road Bridge & Culvert	\$ 250,000			Roads						Mid-range	USFWS and/or AKSSF
DRC Groundwater Monitoring Well Replacements	\$ 12,000			DRC						Mid-range	
DRC Glass Pulverizer - refurbish or replace	\$ 50,000			DRC						Mid-range	
City Buildings Air-Source Heat Pump Conversion	\$ 9,000.00									Mid-range	
Firehall Roof/Building Expansion, Phase 2 constr.	\$700,000			GVFD	N/A	2/9/2018	2/12/2018, revised 2/11/2019			Long-range	CIP - state, federal grant
Driveway Relocation or River Bank Stabilization				Admin	N/A					Long-range	AMLIP
City Hall & Fire Hall Energy Audit Repairs				GVFD & Admin	3/1/2018	Res. CY18-12				Long-range	
Edraulic Extrication Equipment	\$35,000			GVFD	2/15/2018					Long-range	AFG
911 System Upgrade				GVFD						Long-range	
GVFD Electric Meter Installation				GVFD						Long-range	
Library Expansion, Phase 2 constr.				Library	3/1/2018					Long-range	
DRC Shredder				DRC						Long-range	
DRC "Waste to Energy" Equipment				DRC						Long-range	
DRC Drive-on/Vehicle Scale				DRC						Long-range	
DRC Equipment Garage				DRC						Long-range	
DRC Sytrofoam Densifier				DRC						Long-range	
Landfill Closure 4-8 years	long-term			DRC	N/A					Long-range	
City Vehicle				-split-	2/20/2018					Long-range	
Salmon River Harbor Waterless Restrooms	\$70-90,000.00			MF						Long-range	
Salmon River Harbor Public Floats				MF						Long-range	
CAP SIS 2018 submission											
CAP SIS 2019 submission											
CAP SIS 2020 submission											
CAP SIS 2021 submission											

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 4th 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 4th 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 29, 2022

Bid Submittal Due: July 11, 2022

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

Bid Opening: July 11, 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, and 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 date of award to 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 15-17

GENERAL PROVISIONS**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.

Item #8.

- 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, except to the extent of any lawsuit instituted by Byte Networking, LLC against the City. 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. In the event of a lawsuit by Byte Networking, LLC against the successful bidder, arising out of the performance of the contract by the bidder, the City will defend the successful bidder in that lawsuit and pay or reimburse any damages awarded against the successful bidder not otherwise covered by an insurance policy or agreement, *along with successful bidder's attorney fees. Byte Networking LLC*

GOVERNING LAW.

and Fibre Alaska will be considered the same for the purposes of this exclusion.
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

GUSTAVUS ROAD MAINTENANCE SUPPLEMENTAL CONDITIONS

Item #8.

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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. *shall not be responsible for damages to Byte Networking equipment or cable, improperly installed, also including Fibre Alaska.*
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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

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

17. **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.

18. **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

-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.

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 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 of 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 C and 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.

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.”

Item #8.

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.

Item #8.

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 6002 of the Solid Waste Disposal Act."

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	200	600
208	Veneta Street	6	Each	220	1320
208	Trudy Street	3	Each	160	480
208	Lynn Street	3	Each	160	480
208	Snow Street	3	Each	160	480
208	Tong Road	3	Each	175	525
208	Toad Road	3	Each	150	450
208	Xtratuff Road	1	Each	250	250
208	Spruce Lane	2	Each	300	600
208	Bartlett Road	2	Each	200	400
208	Good River Road	8	Each	475	3800
208	Mary's Road	2	Each	150	300
208	Grandpa's Farm Rd	5	Each	250	1250
208	Meadow Lane	2	Each	150	300
208	Dickey Drive	2	Each	200	400
208	Dolly Varden Drive	8	Each	850	6800
208	Smelt Avenue	1	Each	100	100
208	Greenling Avenue	2	Each	150	300
208	Chinook Drive	2	Each	200	400
208	Chum Drive	3	Each	150	450
208	King Salmon Drive	2	Each	120	240
208	Sandlance Avenue	2	Each	120	240
208	Halibut Drive	6	Each	250	1500
208	Capelin Lane	2	Each	120	240
208	Humpy Drive	3	Each	150	450
208	Needlefish Lane	2	Each	120	240
208	Sockeye Drive	3	Each	150	450
208	Herring Lane	1	Each	100	100
208	Coho Drive	3	Each	160	480
208	Steelhead Drive	3	Each	175	525
208	Candlefish Lane	1	Each	100	100
208	Willow Way	2	Each	200	400
208	Pine Street	1	Each	150	150
208	Shooting Star Lane	2	Each	120	240
208	Lupine Lane	2	Each	100	200
208	Columbine Lane	1	Each	100	100
208	City Hall access/prkg	4	Each	175	700
208	Wilson Road	12	Each	950	11,400
208	Fara Way	1	Each	150	150
208	White Drive	2	Each	200	400
208	Parker Drive	2	Each	200	400
208	Harry Hall Drive	4	Each	200	800
208	River Bend Lane	2	Each	200	400
208	Chase Drive	2	Each	200	400
208	Hemlock Road	1	Each	250	250
208	Jensen Road	1	Each	250	250
208	Rink Creek Road	12	Each	1450	17,400

Specification Item # (cont)	Pay Item	Est. Quantity	Pay Unit	Unit Cost	Total Cost
208	Island View Road	1	Each	130	130
208	Buoy Drive	1	Each	130	130
208	Boat Harbor Road	5	Each	370	1850
208	Bill's Drive	1	Each	175	175
208	Meadowbrook Lane	1	Each	200	200
208	Fairweather Road	8	Each	200	1600
208	Pleasant Avenue	2	Each	185	370
208	Jacob Avenue	8	Each	220	1760
208	Gustav Drive	2	Each	150	300
208	Benjamin Drive	2	Each	175	350
208	Travis Drive	2	Each	150	300
208	Glen's Ditch Road to Nagoonberry Trail	5	Each	275	1375
208	Same Old Road	3	Each	450	1350
208	Dungeness Way	2	Each	100	200
208	End of the Trail	1	Each	200	200
208A	Misc. Spot Blading	40	Hour	220	8800
208B	Grader Ditching	20	Hour	220	4400
209A	Ditch Reconditioning remove cut material	500 ft	Each	4950	4950
209B	Ditch Reconditioning w/o material removal	2500 ft	Each	4500	4500
213	Misc. Spot Clearing	10	Hour	140	1400
219A	Pit Run Area 1	250	Cu. Yd.	20.76	5190
219A	Pit Run Area 2	300	Cu. Yd.	20.76	6228
219A	Pit Run Area 3	1000	Cu. Yd.	16.50	16500
219A	Pit Run Area 4	750	Cu. Yd.	16.00	12000
219A	Pit Run Area 5	350	Cu. Yd.	16.50	5775
219A	Pit Run Area 6	600	Cu. Yd.	20.76	12456
603 (1-12)	Culvert Installation or Replacement	0	Linear Ft.	17.28	0
603 (2-12)	Culvert Coupling	0	Each	90	0
603 (1-18)	Culvert Installation or Replacement	0	Linear Ft.	40	0
603 (2-18)	Culvert Coupling	0	Each	92	0
603 (1-24)	Culvert Installation or Replacement	0	Linear Ft.	70	0
603 (2-24)	Culvert Coupling	0	Each	102	0
603 (1-30)	Culvert Installation or Replacement	0	Linear Ft.	95	0
603 (2-30)	Culvert Coupling	0	Each	110	0
603 (1-36)	Culvert Installation or Replacement	0	Linear Ft.	150	0
603 (2-36)	Culvert Coupling	0	Each	135	0
603 (1-48)	Culvert Installation or Replacement	0	Linear Ft.	345	0
603 (2-48)	Culvert Coupling	0	Each	200	0
207	Machine Brushing	40	Hours	220	8800
213	Misc. Spot Clearing	40	Hour	150	6000
Subtotal	General Maintenance			Subtotal	165,179.00

Snowplowing					
Specification Item # (cont)	Pay Item	Est. Quantity	Pay Unit	Unit Cost	Total Cost
215	* City Roads	22.89	Miles	280	N/A
215	City Hall Driveway and Parking	1	Each	155	N/A
215	Library Driveway and Parking	1	Each	175	N/A
215	Community Chest Parking	1	Each	118	N/A
215	Boat Harbor Ramp, 72 hr parking	1	Each	575	N/A
215	DRC Driveway and Parking	1	Each	85	N/A
215	Fire Hall Paved Apron	1	Each	55	N/A
215	Plowing Roads & Lots			Minimum* Snowplow Service for winter	65,000 ⁰⁰
Total Bid	Sum of General Maintenance + Snowplow Minimum	N/A	N/A	Total Bid	237,751.20

* Jensen, Spruce Xtra Huff, Meadow Lane, Good River/Dickey Intersection to end, Pleasant Ave, Porcupine & Glenns Ditch to Nagoon Trail excluded.

* 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

Cat 130G / road blading	220 ⁰⁰
Cat 130G / snow plowing	300 ⁰⁰
Kobelco 21 MT excavator	220 ⁰⁰
10 cu dump	175 ⁰⁰
Plow truck	275 ⁰⁰
Bobcat T740 CH / snow	250 ⁰⁰
Bobcat E60 6MT excavator	170 ⁰⁰
Deere 544 G Wheel loader	250 ⁰⁰
Cat D3B	160 ⁰⁰

Date of Bid 7-11-22

Business License # AK 305980 Contractor's License Number # CONE 30143

Insurance Company Liberty Mutual Policy Date _____ Provided X on file

Business Name Glacier Bay Construction, Inc.

Mailing Address P.O. Box 389 - Gustavus Physical Location 98 Gustavus Rd - Gustavus

Cell or Business Phone # 907-209-0574 Fax # _____

By * Kenneth J. Marchbanks

Print Name

Signature

* with conditions identified by *, see full RFQ document

City of Gustavus

Road Maintenance

RFQ FY23-01RM

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
Subtotal Area 1 Miles	3.15
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
Subtotal Area 2 Miles	2.15
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
Subtotal Area 3 Miles	4.91

Area 4	Miles
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
Subtotal Area 4 Miles	4.59
Area 5	Miles
Rink Creek Road	3.73
Buoy Drive	0.21
Island View Drive	0.28
Subtotal Area 5 Miles	4.22
Area 6	Miles
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
Subtotal Area 6 Miles	3.87
Total City-Maintained Miles	22.89

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**

Item #8.

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 potholes, 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.

(15M) * 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. *with exception of Byte Networking devices and cables improperly installed, including Fiber Alaskan* 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:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
219A	Pit Run Aggregate	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 galvanized 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

Bid Opening for RFQ FY23-01RM

Date of opening: 07/11/2022 Place: Gustavus City Hall Time: 11:00am

1. Bid Envelope received on 7/11/2022

Total bid: \$ 237,751.20

- ☒ Completed and signed RFQ Cover Sheet
☒ Completed and signed RFQ Bid Sheet

2. Bid Envelope received on _____

Total bid: \$ _____

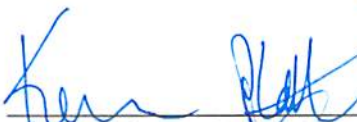
- ☐ Completed and signed RFQ Cover Sheet
☐ Completed and signed RFQ Bid Sheet


3. Bid Envelope received on ____/____/____

total bid: \$ _____

- ☐ Completed and signed RFQ Cover Sheet
☐ Completed and signed RFQ Bid Sheet

City Clerk Karen Platt and City Treasurer Eduarda Loggins verified the lowest responsible bidder to be Glacier Bay Construction.


 Karen Platt, CMC, City Clerk


 Eduarda Loggins, City Treasurer

Gustavus City Council
PO Box 1
Gustavus, AK 99826

June 29, 2022

Greetings to the Mayor of the City of Gustavus and Councilmembers,

Please consider this letter the official request to the Gustavus City Council for a budget modification to our Endowment Fund grant, to be considered by the Council at the July worksession and regular meeting. Attached is the proposed amendment to the budget the Gustavus Community Center submitted in October 2021 for our project. Grant activities are not changing, just amounts for each category of expenses. This is due to estimates made with incomplete information at the time of our initial proposal, and the current reality of our-on-the ground expenditures.

We propose these changes:

- to the category of the Main Hall stage from \$7,050 to \$5,690.60
- to the category of Gallery lighting from \$2,075 to \$3,682.40
- to the category of Gallery moveable panels from \$250 to \$0

As you will see on the form, the grand total remains the same at \$17,334.91 for which amount the board is super grateful! We are planning the first open mic night for mid-July and hope to have our first art show in the gallery by August. It's so great to see our plans for fully utilizing the Center becoming reality for the benefit of the community.

Thank you again, and please let us know if this proposed budget adjustment has your approval. We will then be able to submit our final receipts for reimbursement and the final budget report.

Sincerely,



Lillian Ruedrich
for the Gustavus Community Center Board of Directors

**CITY OF GUSTAVUS
ORDINANCE FY23-01**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
CITY ORDINANCE TITLE 6 CITY DEPARTMENTS AND CONTRACTED SERVICES
CHAPTER 6.03 WASTE DISPOSAL AND RECYCLING, SECTIONS 6.03.040 AND 6.03.050**

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 of Chapter 6.03, section 6.03.050 & section 6.03.040 are to be amended as follows:

Bold and Underlined items are additions. ~~Strikethrough~~ items are deletions.

Chapter 6.03.

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 ~~advisory committee~~ **manager**;

Section 6.03.050 – Staff

(a) The DRC paid staff shall consist of:

- (1) ~~DRC manager/operator, serves as the department head and is responsible for administration, planning, budgeting, public relations, agency contacts, permitting, regulatory compliance, supervision of DRC employees and volunteers and general operation of DRC facilities. Operating duties shall include labor and activities to provide DRC services and to maintain the DRC facilities and equipment. The DRC manager/operator shall be supervised by the mayor or chief administrative officer.~~
- (2) ~~One (1) or more part time DRC assistant operators, supervised by the DRC manager/operator, whose duties shall include labor and activities to provide DRC services and to maintain DRC facilities and equipment.~~
- (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 4. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

Date Introduced: July 18, 2022

Date of Public Hearing: August 8, 2022

PASSED and **APPROVED** by the Gustavus City Council this ____th day of _____, 2022

Mike Taylor, Mayor

Attest: Karen Platt CMC, City Clerk

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.

Mayor's Report For July 18 2022 General Meeting

Drafted July 13, 2022

July finds us three quarters of the way through our Council year but in the first month of the new 2023 fiscal year. We have been blessed with fine summer weather through the July 4th holiday, blessing one of the finest Independence Day celebrations ever at the Salmon River Park. Some highlights of work the last month include:

1. Salmon River Park clean up and beautification for the holiday. Thanks Glacier Bay Construction for renovation of the parking areas for the Salmon River Park and City Hall. Thanks to Jeff Jarvis for providing and nicely spreading new fine gravel for the parking in front of the park on Gustavus Rd. and to Marine Facilities Coordinator, Ben Sadler, for repairing the planter boxes and installing new parking strips there. Thanks to Karen Platt, Meadow Brook and Ann Wildman, and the help of other community garden folks, for planting flowers in the planter boxes, hanging baskets for City Hall, the Fire Hall, Library, and the Welcome Sign at the airport. And thanks to the LDS Church volunteers under the leadership of former council member Joe Clark for mowing grass and generally sprucing up the Salmon River Park area. The work of all these volunteers brightened our community in time for the holiday celebrations and we have never looked so good as this year! You all make me proud of our community!

2. Library Flower Beds and Story Trail. Thanks to our librarians Jessie Soder and LeAnn Weikle, the kids in summer reading program, and other parent volunteers for planting the flower bed at the library. It's yet another bright spot for us all to enjoy this summer! And thanks to Elm Robichaud for clearing the pathway for the Story Trail. It's a nice winding stroll in the woods behind the library and I look forward to seeing the first stories posted along it. Another fine program development by our library staff!

3. Holiday celebration. Thanks to Robin Jones and Karen Platt for organizing and posting activities for the community 4th of July celebration. What a fine set of activities we had! I hope "Wellie Wanging", an import from the UK, remains a regular event for years to come!

4. Holiday Accident. We were all saddened by a visitor's terrible fireworks accident on the evening of the 4th of July at the beach. The private accident was unrelated to the planned community fireworks display but occurred near many folks gathering for the later-scheduled community event, which was appropriately cancelled. Our GVFD EMS response team earned our profound gratitude and respect for their professional response and recovery of the victim. Our condolences are extended to all who knew the young person and who witnessed the event. Chief Sol Martinez is working to identify and arrange counseling resources to assist those struggling with the impact of the terrible event. The accident was a sobering reminder of the disastrous power of fireworks to alter lives suddenly and forever. Let us all resolve to apply all appropriate risk controls whenever future fireworks displays are planned.

5. City Administrator Kathy Leary had her first month serving our community and has quickly dived into the work. Be sure to read Kathy's work session report. I am so pleased to have her on our team. She doesn't shy from difficult tasks and decisions.

6. Phone Service issues. Kathy Leary has been advocating strongly on behalf of all Gustavus residents and businesses with both cell phone and land line service providers to improve service quality and reliability. Before she left for her pre-planned family trip this month she communicated with AT&T and GCI to request that they make improvements to broaden cell coverage in Gustavus. AT&T has already

planned to increase the tower height in Gustavus and to make other improvements to provide a better signal across Gustavus. Kathy has asked them to consider a new cell tower at the Falls Creek Y overlook site and AT&T engineers have agreed to evaluate that site. Because AT&T generally does not build their own towers, but rather leases space on towers owned by others, it is possible that the City may seek a grant to build a tower at the higher elevation and lease space to various mobile providers. The tower could also serve the GVFD radio system. We will be following up on these possibilities in the coming weeks.

On or about Saturday July 2 ACS land lines went down for about a third of Gustavus, mostly west of about the Dolly Varden/ Gustavus Road intersection, and for residents in subdivisions along Mountain View Road. I filed a trouble report on Sunday morning by email when I could not reach any person at ACS by phone with my report. Others also struggled to file reports with ACS because they don't answer the phones during non-business hours or on weekends and holidays. Many of us were extremely frustrated. We sought help from State Senator Jessie Kiehl, whose office managed to reach ACS managers with our complaint. Despite all those complaints, the ACS repairman arrived only on Monday July 11, at least 8 days after the outage began. Some service was restored quickly that day, but ACS said other customers would not be restored for a couple more days. The initial report is that the outage was caused by someone severing the phone line in an excavation. I don't yet have any confirmation of the responsible party.

The outage event reminds us how important our land lines are to this community, particularly given the poor cell coverage. Lodge reservations were impacted and residents were unable to make calls to doctor's offices and other essential contacts. Fortunately there were no emergency calls prevented. In my communications during the outage with ACS representatives, I have asked them to improve their outage response service by making it possible for ACS to take outage reports 24/7. A communications company should answer the phone or at least provide for someone to leave a voice mail message. I have also asked that ACS maintain a repair technician here in Gustavus as their legacy phone company used to do 45 years ago when our population was only 100 people.

7. Good River Bridge Repairs. On July 8, 2022 the City received the PND consulting engineer's report evaluating maintenance and repair needs for the Good River Bridge. The bridge has had very few repairs since its 1985 construction and State inspection reports over the last decade have highlighted deterioration of some elements such as guard rail posts and deck running boards but nothing that immediately threatens structural integrity. We have also been concerned about slumping of the road approach embankment on the northwest corner of the bridge due to the increasingly incised side-stream entering Good River along that corner of the bridge. The PND report details needed repairs for the wooden bridge structure, totaling just under \$100,000. The report also provides options for stabilizing the embankment adjacent to the side stream with those options varying in cost from about \$102,000 to \$929,000. The Road Maintenance Team will meet soon to evaluate the repair needs and will develop a scoping document. I will also ask the grant agency to look for an infrastructure grant for the bridge work.

8. Library Bike Shelter. The librarians did a fine job scoping the project and we have now taken it into the City Hall public works function to push forward. At our request, PND Engineers is preparing a proposal for consulting services to provide plans and specifications suitable for submission to the Fire

Marshal for approval and for inclusion in an RFQ for construction. We may be able to construct this fall, but more likely in 2023.

9. Grandpa's Farm Road Bridge. The bridge package is in manufacturing by Western Wood Structures in Oregon and is scheduled to go to the pressure treatment plant in a few days. Scheduling there is busy. We expect now that it will ship to the barge in Seattle in after mid-August. Construction should begin in late August and be completed by mid-September, we hope. Thanks a bunch, to Treasurer Eduarda Loggins for successfully navigating the complicated and frustrating Fish and Wildlife Service grants portal to make reimbursements possible! Thanks also to Andy Stevens, our point of contact at FWS for helping us work through that developing web site.

10. Old Post Office/Preschool Building. Thanks to Council member Tania Lewis for helping to scope needs for renovation of the Old PO building. The city owns the property and has used it for cold storage in recent years. The lot has looked like an abandoned property, giving a poor impression to visitors passing by from the airport. Recently Kenn Magowan has requested to rent the building for his bike repair operation. The council appropriated \$10,000 a couple years ago for a basic clean up. I directed Glacier Bay Construction to cut brush on the 0.19 acre property and trim the large willow at the corner of the building back from the structure. They also leveled a mound and filled a depression where an old septic crib had collapsed. Thanks to Justin and Ponch Marchbanks for the big improvement! They will follow up with more raking of splintered willow stems and finally with a hydroseeding to improve the lot appearance. I am getting estimates from various trades specialists for removing the two decaying entry structures, upgrading utilities, and painting the building. I also have a meeting with Kenn Magowan Thursday 7/14 to discuss his needs. After discussion with the council in the work session, my plan is to determine what basic work is needed to make the building look decent and function only as specifically needed for the bike shop. We may be able to take Kenn up on his offer to do some of the work.

11. Softball Field. A recent DOT inspection of Airport Lease Lots determined that continued use of the softball field on the lot behind the Post Office requires a permit. The activities there are not sponsored by the city, but advocates for the popular activity have asked the city for help in securing a permit. If private individuals apply there would be a large fee, but we understand that if the City applies the permit may be issued without fee. This is yet to be finally determined. In response, I communicated with Sharyn Augustine of DOT and on July 11 I submitted the permit application, making my best case for the continued use, on the form she provided. She said the application will have to pass through several layers of approval at DOT. I'll follow up to monitor progress. I hope through this measure the activity will be secured for years to come.

12. FEMA flood recovery and mitigation projects. Our point of contact for the flood recovery and mitigation projects has shifted to Jenny Belanger at the Alaska Department of Homeland Security. Jenny has been very helpful and patient with us through the process. She works tirelessly on our behalf to help us navigate the complicated requirements for the federal funding FEMA has authorized us. So far, we have qualified for as much as \$260,000, which is going toward permanent road and drainage improvements. We will soon be extending the ditch along the east side of Wilson Rd as far north as Hemlock Rd. Later phases will complete ditches on both sides of Wilson with culverts under intersecting driveways and roads. Those projects will take some time to design and contract, so may extend through or beyond 2023. We expect to complete a culvert replacement at the west end of Tong Road in late

summer after the adjacent Glacier Bay Country Inn is closed. We are re-evaluating a ditch and culvert plan for the east end of Tong Rd and will need to postpone it.

13. Annual Road Maintenance Contract. Glacier Bay Construction was the sole bidder on road maintenance again for FY23. We have agreed changes to the “Hold Harmless” provisions to protect the contractor from threatened frivolous suits from the fiber optic firm over disturbance of improperly installed fiber optic cables during routine road maintenance, but I believe such conflicts can be managed successfully. The contractor has also declined to plow some roads next winter unless we can provide better turning space at the ends for the large equipment. I am working with residents near those turnaround locations to configure and construct more space to enable proper maintenance. I believe we can resolve all or most of the issues.

14. Meetings with State legislative delegation. Senator Jessie Kiehl and Representative Andi Story visited Gustavus last week. It was an introductory visit for Rep Story who is running unopposed for the seat covering Gustavus after redistricting. We will miss visits from Representative Sara Hannan whose district no longer includes Gustavus, but we look forward to working with Rep Andi Story going forward. Thanks to Councilmember Jim Mackovjak for putting the visitors up at his home and for joining me in giving them tours of Gustavus.

13. Intertie. I received an encouraging update from NPS Chief of Maintenance Jake Ohlson regarding the startup of the electrical intertie to Bartlett Cove. Jake reported that the resolution we passed at our special meeting in June has indeed been effective in enabling progress toward a commercial agreement between the NPS and AP&T to start up the intertie soon. They continue to work details, but I am hopeful that success is near. Thanks to Jake, Superintendent Hooze, and others at the NPS for moving it forward.

14. Covid Cases are on the rise in Gustavus. The last week has seen a major spike in Covid-19 cases in Gustavus and Statewide. As I write this report before the Wednesday morning 7/13 deadline there are at least a dozen officially-posted cases and many others reported from home testing. I am evaluating once again imposing a mask-wearing requirement in City buildings for protection of staff and as a responsible measure to reduce transmission risk. I urge all Gustavus residents and businesses to implement controls to reduce transmission. The BA.5 variant is the most contagious ever, has evolved to circumvent previous immunities, and continues to cause serious disease for some, particularly among the elderly and folks with vulnerable conditions. On average each week over 325 Americans are still dying of Covid-19. Please be considerate of others and follow the established public health control measures to protect each other and show our respect and concern for those with vulnerabilities.

I wish everyone enjoyment of the rest of the summer in Gustavus. May fine weather continue to bless our busy outdoor activities!

Mike Taylor
Mayor