



City of Gustavus, Alaska
P.O. Box 1
Gustavus, Alaska 99826

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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.

- 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.

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

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

(SM) 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.”

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a nonfederal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Language.

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

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

iii. The Contractor also agrees to comply with all other applicable requirements of Section 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

(KSM)
 * 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**

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.

(KSM) * 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