



PROFESSIONAL SERVICES AGREEMENT

Project No: RFP FY25-01

Date: June 3, 2024

Project Title: **Management and Implementation of Road Maintenance Program for the City of Gustavus**

To this Agreement between **CITY OF GUSTAVUS**

hereafter the CONTRACTING AGENCY, and **Glacier Bay Construction, Inc.**

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: Kenneth J. Marchbanks Date _____
Title: Secretary of Glacier Bay Construction, Inc.

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Signature: _____
Name: Kathy Leary Date _____
Title: City Administrator

Signature: _____
Name: _____ Date _____
Title: _____

ARTICLE 1 - PURPOSE

1.1 This work consists of annual road maintenance, road system improvements, and disaster response and recovery for the road system.

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

Two Hundred Thirty Thousand and No/100 Dollars

(\$230,000)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end: **June 30, 2026**

3.3 The Period of Performance may be extended through mutual assent by both parties for up to two additional years. Extensions can be granted in either one- or two-year increments.

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions	06/03/2024	5
B	Statement of Services	06/03/2024	2
C	Compensation	06/03/2024	1
D	Indemnification & Insurance, plus Certificates of Insurance (for the prime CONTRACTOR)	06/03/2024	2
E	Certification of Compliance	06/03/2024	1
	Request for Proposal	04/19/2024	13
	Proposal	05/10/2024	10

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

PO Box: 1
City, State, Zip: Gustavus, Alaska, 99826
Phone-Voice: (907) 697-2451
Phone-FAX: (907) 697-2136
Email: administrator@gustavus-ak.gov

ARTICLE 6 - CONTRACTOR DATA

Manager: Kenneth J. Marchbanks
Title: Secretary
Alaska Business License No.: 305980
Federal Tax Identification No.: 65-1216207

Office Address

Street: 98 Gustavus Rd
PO Box: 389
City, State, Zip: Gustavus, Alaska, 99826
Phone-Voice: Phone: (907) 209-0514
Phone-FAX: N/A
Email: gbciak@gmail.com

Type of Firm

- Individual Partnership
 Corporation in state of: Alaska
 Other (specify):

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

<u>Service or Engineering Discipline</u>	<u>Subcontractor</u>

GENERAL CONDITIONS

APPENDIX A

Project: Management and Implementation of
Road Maintenance Program for the City of
Gustavus

Project No: RFP FY25-01

Date Prepared: June 3, 2024

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Article Number and Title

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A22	Notice-to-Proceed

ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services – Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment – A written change to this Agreement.

A1.4 Change – A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.6 CONTRACTING AGENCY – The City of Gustavus (COG).

A1.7 Contracting Officer – The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR – The firm (person or any business combination) providing services.

A1.9 Notice to Proceed (NTP) – Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.10 Statement of Services – Services and work products required of the CONTRACTOR by this Agreement.

A1.11 Subcontractor – CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 HOLD HARMLESS

A2.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A3 INSURANCE

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 OCCUPATIONAL SAFETY AND HEALTH

A4.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A5 EQUAL EMPLOYMENT OPPORTUNITY

A5.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A5.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis.

ARTICLE A6 PAYMENTS TO THE CONTRACTOR

A6.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A6.2 The CONTRACTOR shall not perform any services without a Notice to Proceed. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A6.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A6.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Payment on undisputed items will not be withheld.

A6.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A7 CHANGES

A7.1 Changes in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written

Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A7.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A8 AUDITS AND RECORDS

A8.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A8.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A8.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A8.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of three (3) years from the date of any termination or resulting final settlement, whichever is later.

A8.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this

Agreement shall be made available until such appeals, litigation or Claims have been concluded.

ARTICLE A9 CONTRACTING AGENCY INSPECTIONS

A9.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A10 TERMINATION OR SUSPENSION

A10.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A10.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A10.3 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A11 OFFICIALS NOT TO BENEFIT

A11.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal,

State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A12 INDEPENDENT CONTRACTOR

A12.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A12.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A12.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A13 COVENANT AGAINST CONTINGENT FEES

A13.1 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A13.2 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**ARTICLE A14
PRECEDENCE OF DOCUMENTS**

A14.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A14.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A14.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A15
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A15.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A15.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A15.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A15.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A15.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A16
CLAIMS AND DISPUTES**

A16.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracting Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracting Officer.

A16.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall

immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A16.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A16.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A16.2 The Claim shall specifically include the following:

A16.2.1 The act, event or condition giving rise to the Claim.

A16.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A16.2.3 The item or items of project work affected and how they are affected.

A16.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A16.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A16.3.1 The CONTRACTING OFFICER reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A16.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A16.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A16.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal.

A16.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A17 EXTENT OF AGREEMENT

A17.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A17.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A17.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A17.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A17.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A18 TAXES

A18.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A19 GOVERNING LAW

A19.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or

which in any way affects the manner of performance, of this Agreement.

ARTICLE A20 TRADE RESTRICTIONS

A20.1 The CONTRACTOR or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

A20.2 The CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

ARTICLE A21 SUSPENSION AND DEBARMENT

A21.1 The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

ARTICLE A22 NOTICE-TO-PROCEED

A22.1 The CONTRACTOR shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTP) describing the authorized services and authorization end date for those services. The CONTRACTOR shall not perform services or incur billable expense except as authorized by a NTP.

STATEMENT OF SERVICES

APPENDIX B

Project: Management and Implementation of Road Maintenance Program for the City of Gustavus
Project No: RFP FY25-01
Date Prepared: June 3, 2024

ARTICLE B1 ROAD MAINTENANCE

B1.1 General. The CONTRACTOR is responsible for administering and implementing routine public road maintenance services on the City of Gustavus owned roads and parking facilities, under the oversight of the CONTRACTING AGENCY. Services include roadway surface shaping and grading, roadway surface and embankment repair, gravel additions (either reclaimed from roadside or ditch areas and/or excavated and delivered from the City of Gustavus gravel pit), brushing, clearing fallen or obstructing trees, snow plowing, sanding, ditch cleaning, road berm removal, road sign installation and maintenance, culvert maintenance, bridge maintenance and construction surveying.

Perform work according to the Gustavus Standard Specifications For Road Maintenance where appropriate.

B1.2 Budget. The CONTRACTOR shall monitor the Agreement amount to assure sufficient funds are available to perform services throughout the period of performance and adjust forces, maintenance response, etc. to ensure the Agreement amount is not exceeded.

B1.3 Stewardship and Oversight. The CONTRACTOR is authorized to make road maintenance decisions. This work involves monitoring roadway conditions to assess maintenance needs, schedule when maintenance is necessary, and select the appropriate and cost-effective road maintenance solution.

The CONTRACTING AGENCY will provide oversight of the CONTRACTOR's performance through random inspections and assessing adequacy of the CONTRACTOR's performance. The CONTRACTING AGENCY will provide feedback (good and bad) to assist the CONTRACTOR in its assessment and response to road maintenance. The CONTRACTING AGENCY will communicate maintenance needs observed by CONTRACTING AGENCY or reported by the public to the CONTRACTOR for response.

B1.4 Project Staff. The CONTRACTOR shall supply knowledgeable and competent operators for each piece of equipment, who are capable of performing the work adequately and cost-effectively.

B1.5 Public Involvement. The CONTRACTOR shall establish, maintain, and monitor an email account exclusively for the purposes of collecting public comments. The CONTRACTING AGENCY will engage with CONTRACTOR to develop a web-based platform to

interface with the public and to solicit comments, which will submit the public comment to the CONTRACTOR for resolution and CONTRACTING AGENCY for oversight.

Should the CONTRACTOR receive public comments directly (not through the CONTRACTING AGENCY's platform), including oral complaints, suggestions, or requests, the CONTRACTOR shall provide a summary of the comment to the CONTRACTING AGENCY.

B1.6 Right-of-Way. The CONTRACTING AGENCY will provide the necessary rights-of-way or easements for the work. The CONTRACTOR shall confine its operations to the designated areas and observe all restrictions contained in any easements.

Notify the CONTRACTING AGENCY of right-of-way encroachments that inhibit the CONTRACTOR's performance of the services. Wait for the CONTRACTING AGENCY's directions before proceeding with the work at the site of the encroachment.

Contact utility companies to request that its equipment and assets in or adjacent to rights-of-way be identified with suitable markers if missing.

B1.7 Protection of Property. The 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, advise the CONTRACTING AGENCY of the problem and recommend a reasonable solution to the problem. Do not proceed with work resulting in damage to or destruction of such existing facilities until the CONTRACTING AGENCY has given approval to proceed in writing.

The CONTRACTOR shall be responsible for damage to private and public property caused by the CONTRACTOR's negligence. Damage to unmarked objects does not constitute negligence on behalf of the CONTRACTOR. Unmarked objects are defined as:

1. Subsurface or latent physical conditions that could not have been discovered by a careful examination of the site; or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The CONTRACTOR shall make reasonable effort to prevent damage to utility owned underground facilities. Request the location of electrical or telephone wire prior to excavations. For the purposes of this Agreement, road grading and snow plowing are not considered excavation. Facilities or equipment damaged by the CONTRACTOR due to improper installation (e.g., insufficient burial depth or cover, inadequate construction, inaccurate location, etc.) does not negligence on behalf of the CONTRACTOR. Assist in repair of damaged facilities to promptly restore services.

B1.8 Prioritization. All work required under the Contract shall be completed in a timely manner as decided upon, prioritized, and executed by the CONTRACTOR.

B1.9 Seasonal Relief. The CONTRACTING AGENCY recognizes the need for the CONTRACTOR's staff to seek relief during which road maintenance services will be diminished. This relief will be limited to 30 calendar days and will commence for a 30-day period between March 1 and April 15. To ensure critical road maintenance needs are provided, the relief period commencement date will occur when either:

1. Significant snow fall events are not expected; or,
2. At least one operator is available to perform snow plowing.

ARTICLE B2 ROAD CONSTRUCTION

B2.1 General. The CONTRACTOR will also conduct minor road construction and improvement projects such as new ditch construction, culvert installation, small roadway improvements. These services will be requested at the discretion and authority of the CONTRACTING AGENCY acting on project specific plans and quotes. The CONTRACTING AGENCY will issue a separate notice-to-proceed for these services.

COMPENSATION

APPENDIX C

Project: Management and Implementation of Road Maintenance Program for the City of Gustavus
 Project No: RFP FY25-01
 Date Prepared: June 3, 2024

1. Payments will be made in accordance with Article A6 (Basic Agreement). Payments will be made on approved invoices submitted for months during which costs are incurred and on the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
Glacier Bay Construction, Inc.		T&E			\$230,000.00

Total Agreement Amount:	\$230,000.00
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Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **TIME AND EXPENSES** payments will be made according to the following:

2.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the **PRE-APPROVED** labor rate. The Contractor shall accept payment for **TIME** as full and complete compensation for all direct costs (including overtime), indirect costs (including fringe benefits, overhead, home office overhead, insurance premiums, office rent and supplies), and profit.

2.2 Payments for **EXPENSES** will be equivalent to the number of hours expended by each piece of equipment multiplied by the **PRE-APPROVED** equipment rate. The Contractor shall accept payment as full and complete compensation for all equipment operating costs (overhead, profit, maintenance, service, repairs, fuels, lubricants, and replacement parts), and profit.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Project: Management and Implementation of Road Maintenance Program for the City of Gustavus

Project No: RFP FY25-01

Date Prepared: June 3, 2024

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. 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.

D1.2 The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY or acts, errors, or omissions by an agency other than the CONTRACTOR. **This exception includes the extent of any lawsuit instituted by Byte Networking, LLC against the CONTRACTING AGENCY. In the event of a lawsuit by Byte Networking, LLC against the CONTRACTOR, arising out of CONTRACTOR'S performance of the Agreement, the CONTRACTING AGENCY will defend the CONTRACTOR in that lawsuit and pay or reimburse any damages awarded against the CONTRACTOR not otherwise covered by an insurance policy or agreement.**

D1.3 If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.4 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Contracting Officer.

D1.5 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:

- Waiver of subrogation against the CONTRACTING AGENCY; and,
- Employer's Liability Protection at **\$100,000** each accident/each employee and **\$500,000** policy limit.

D2.1.2 Commercial General Liability Insurance: Such policy shall have minimum coverage limits of **\$1,000,000** combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The

CERTIFICATION OF COMPLIANCE

APPENDIX E

Project: Management and Implementation of Road Maintenance Program for the City of Gustavus

Project No: RFP FY25-01

Date Prepared: June 3, 2024

Contractor and all Subcontractors shall comply with the following applicable requirements:

1. **Alaska Business License** at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** at the time designated for award as required by AS 08.18.011 for Contractor and all Subcontractors.
3. **Certificate of Incorporation (Alaska firms) or Certificate of Authorization** for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
4. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
5. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State**

or Federal agencies are not employed or subcontracted under this Professional Services Agreement.

The Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature
Name :
Title :

Date

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.commerce.alaska.gov/web/cbpl/home.aspx>.



City of Gustavus
PO Box 1
Gustavus, Alaska 99826
Phone: (907) 697-2451

CITY OF GUSTAVUS

REQUEST FOR PROPOSALS

RFP FY25-01 COG

MANAGEMENT AND IMPLEMENTATION OF ROAD MAINTENANCE PROGRAM FOR THE CITY OF GUSTAVUS

Opening Date: May 10, 2024

Time: 4:00pm AKDT

Location: Gustavus City Hall

PLEASE PROVIDE YOUR PROPOSAL to furnish the services listed for the assumption of the management and execution of the Road Maintenance Program as described below.

DELIVER PROPOSALS TO:

City of Gustavus
Gustavus City Hall
PO Box 1
Gustavus, Alaska 99826

THIS IS NOT AN ORDER

PROPOSALS MUST BE RECEIVED BY THE DATE AND TIME SHOWN ABOVE.

REQUEST FOR PROPOSALS - RFP FY25-01COG

1. REQUEST FOR PROPOSAL (RFP)

The City of Gustavus (City) invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single organization (Vendor) to manage and execute the Road Maintenance Program for the City of Gustavus.

2. INTRODUCTION TO CITY OF GUSTAVUS

Gustavus, Alaska, gateway to Glacier Bay National Park, is located on the north side of Icy Strait and is situated on a large, flat, glacial outwash plain. The economy is based on government, tourism, commercial fishing, construction, education, and health services. The population was estimated at 655 in the most recent Population Determination by the State of Alaska and is thinly spread over 23 square miles. Gustavus is not connected to the State road system but does have a large jet-capable airport about a half hour flight from Juneau. Alaska Marine Highway ferry service commenced in November 2010 and provides year-round service generally two times per week.

The City of Gustavus was incorporated on April 1, 2004, as a Second-Class City. The seven-member volunteer City Council, one of whom is chosen as Mayor, governs the City. The City provides the following services: Fire/EMS, road maintenance, solid waste disposal, a second-hand store, small boat harbor and dock floats, recreational parks, and a library. Seven residents are employed by the City year-round, with additional part-time staff and many volunteers providing additional support. Law enforcement is provided by the Alaska State Troopers or by National Park Rangers within the boundaries of Glacier Bay National Park.

The City of Gustavus maintains almost 23 miles of gravel roads plus parking areas for city buildings, the beach park, trail heads, and the boat harbor.

3. PROJECT OVERVIEW

The City of Gustavus wishes to adopt a new maintenance model to make City road maintenance more efficient and cost effective by transferring road maintenance decision making to the contractor and achieving more favorable road maintenance pricing through a longer-term contract. The contractor would be delegated authority to make decisions about maintenance needs and priorities while working within a function budget. Transferring authority to the contractor is intended to reduce the need for city staff to plan, direct and oversee routine road maintenance activities, freeing these resources for other City priorities. A longer-term contract is intended to improve the contractor's operational efficiency, enabling the City to realize more value for its maintenance budget. This model provides the contractor with a longer commitment of consistent work, allows the contractor longer-term planning of its operations, and allows the contractor to amortize fixed costs over a longer period.

4. SERVICE REQUIREMENTS

The contractor is responsible for administering and implementing the routine road maintenance function for the City of Gustavus, under the general direction of the City Administrator, and within the budget allocations of the City for the

function. The contractor's work will include meeting as needed with the City Administrator to coordinate and prioritize work, inspecting roads regularly, determining maintenance needs, scheduling work, and completing the Work. The contractor is responsible for acquiring and maintaining, fueling, and operating equipment needed to maintain city roads. The basic service of the contract is routine maintenance and repairs for City gravel roads and City facility parking areas and work pads. Tasks include grading, road and embankment repairs, gravel additions (either reclaimed from roadside or ditch areas and/or excavated and delivered from City gravel pit), brushing, clearing fallen or obstructing trees, snow plowing, sanding, ditch cleaning, road berm removal, road sign installation and maintenance, culvert maintenance, bridge maintenance and construction surveying. Work tasks are to be assessed, prioritized, and executed by the contractor under its delegated authority. The contractor will also conduct minor road construction and improvement projects such as new ditch construction, culvert installation, small roadway improvements at the discretion and authority of city staff acting on project specific plans and quotes. Larger projects such as major road construction, multiple culvert installations, and bridge repairs or construction may be subject to broader contract solicitation. The contractor is expected to prioritize City work to the extent that the City budget allows but may augment its work with other customers as its schedule allows. Routine maintenance will be performed under the City operating budget for Road Maintenance. Special projects may be funded through council approved appropriations via the City's capital account.

5. CONTRACTOR OVERSIGHT BY CITY

The contractor's work will be monitored by the City Administrator to assure roads are being maintained in accordance with the City's expectations described in the contract. The City Administrator or representative will meet occasionally with the contractor to help align priorities or consider/plan road improvements. The City Administrator will relay maintenance needs as observed by city staff or reported by the public to the contractor for action. The City Administrator or representative will occasionally inspect roads or visit work sites to monitor work effectiveness. The City Administrator, Mayor, or designee will also approve invoices from the contractor.

6. CONTRACT TERM

The preferable term of the contract proposal is three years—commencing July 1, 2024, and ending June 30, 2027. The contract may be extended for an additional three years, or one year at a time, if agreeable to both parties.

Respondents may also provide a response for a 2-year contract commencing July 1, 2024, and ending June 30, 2026, with a 2-year extension or 2 one-year extensions at a time if agreeable to both parties.

7. SELECTION CRITERIA

Pursuant to Title 4, Section 4.17.150 Professional services contracts, of the City of Gustavus Code of Ordinances, the selection of professional assistance shall be based on competence, skill, and experience, and specifically the considerations listed below. The council shall not award a contract to an individual, a partnership, or a corporation that is not registered, not qualified, based on the

following criteria, or not authorized under Alaska Statutes. Selection considerations will include the following:

- General contractor license
- Insurance and bonding qualifications
- Successful experience performing road maintenance and heavy civil construction
- Local preference
- Resources and equipment available or committed to be available
- Hourly equipment and service rates and unit prices offered for specific tasks (rates to be compared to rates the city has paid in the past or those in effect in similar cities in the region)
- Means and methods of performing the service (i.e., the proposer's rationale for prioritizing road maintenance)
- Minimum contract amount for covering fixed costs
- Local office, equipment garages and maintenance facilities
- Availability of service (Year-round service is a minimum requirement)
- Contractor staff, employees, to be available and assigned to the work
- Any limitations or exclusions from the service that may affect quality and quantity of road services.

8. RESPONSE CONTENTS AND FORMAT

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a contractor.

9. PROPOSAL FORMAT

Please use the following as a guideline to format your proposal:

a. Length

- Maximum proposal length including title page, cover letter, proposal, qualifications, and budget should not exceed 10 pages.

b. Title Page

The Title Page must not be more than one page in length and must include the following:

- your company name
- your company address
- telephone number
- fax number
- e-mail address and primary contact person

c. Cover Letter

The cover letter must not be more than one page in length and must be signed by the person or persons authorized to sign on behalf of the company.

d. Proposal

The Proposal must not be more than ten pages in length. Discuss your proposed solution(s), including the features, benefits, and uniqueness of your solution(s). You should also touch on your ability to deliver the project in a

timely manner. Specifically, provide the following information:

- Describe how you propose to manage and deliver road maintenance services for Gustavus.
- Describe equipment you will have available to do the work.
- Describe availability of services year round
- Describe your maintenance service team.
- Describe any third-party providers that may provide services under the agreement.
- Describe any limitations to the service you propose—what will you not do or cannot do?

e. Qualifications

A list of Qualifications must not be more than five pages in length. For the purposes of understanding more about your company and your ability to successfully fulfill this important City requirement, please provide examples of similar work, references, and up to three examples of similar work.

f. Billing Rates

List billing rates:

- Hourly road inspection rate and estimated schedule
- Hourly operated equipment rates by equipment
- Hourly hand labor rates
- Hourly construction surveying rates
- Sub Contractual
- Other
- Overhead
- Minimum proposed annual billing to City

10. COMMUNICATIONS AND RESPONSE

The City Administrator is designated as the City of Gustavus' representative for this initiative. For any information relative to this RFP, please direct all inquiries to:

Kathy Leary, City Administrator
907-697-2451 (Office)
kathy.leary@gustavus-ak.gov

11. NOTIFICATION OF INTENT TO RESPOND AND CLARIFICATION QUESTIONS

Please indicate your intention to respond, by email, to the above email address by the Intent to Respond and Questions Due date outlined in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the Answers Provided date.

12. RESPONSE DELIVERY INSTRUCTIONS

Please submit an electronic copy of your proposal to the email address indicated in the Communications and Response section above. All responses must be received on or before close of business (4:00 pm Alaska Daylight Time) on the Proposals Due date indicated in the Key Dates table below.

13. KEY DATES

Date	Milestone
April 24, 2024	RFP is issued
April 30, 2024	Intent to Respond and Questions due
May 3, 2024	Answers to questions are sent to Vendors by e-mail and by postal mail, in the form of a formal addenda to this RFP.
May 10, 2024	Proposals must be received by the City Administrator by 4pm Alaska time. Written acknowledgement of receiving addenda must also be received by this time.
June 10, 2024	Gustavus City Council regular meeting. Contract may be awarded at this date, or further consideration may be deemed necessary.

14. CONTRACT TERMS

The Mayor/City Administrator will negotiate contract terms upon selection. All contracts are subject to review by the City staff, and a contract will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, and other necessary items.

15. GENERAL PROVISIONS

- a. Vendors are advised that their response to this RFP does not obligate City to pay for any costs incurred by vendors in preparation of responses.
- b. A proposal is not a guarantee of contract award. City reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, to select only parts of a proposal, or to select multiple proposals, following the deadline for receipt of all proposals, and to waive any irregularities, if doing so would serve the best interest of City.
- c. Business and Professional Licenses. The successful respondent, and any sub-contractor(s), shall obtain necessary city and state business licenses on or before the commencement of work. Any successful respondent, and any sub-contractor(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by the appropriate licensing authority for the State of Alaska and shall provide evidence of such to the City with their proposal or prior to contract award in such form as the City shall require.
- d. Term of Contract: The contract shall be for three years beginning July 1, 2024, and ending June 30, 2027. By mutual agreement between the City and Contractor the contract may be renewed for a second one, two or three-year term.

- e. Termination for Convenience: The City reserves the right to terminate the services of the contractor at any time when the City determines that termination is in the best interests of the City. If the City terminates the contract pursuant to this section, the City shall notify the contractor in writing as of the effective date to stop work and the contractor shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, contractor shall have sixty (60) days to submit any and all claims to the City for any unpaid work actually performed by the contractor before the date of termination and for which the contractor has not been paid, together with all back-up documentation in support of the claim. "Unpaid work" is defined as actual work performed in accordance with the specifications and project schedule and "unpaid work" specifically not to include the costs of the work to the contractor. The failure of the contractor to submit a claim within 60 days forever waives any claim by the contractor based upon the City's termination for any payment for work claimed by the contractor to have not been paid as of the date of termination. contractor and the City agree to make a good faith effort to resolve any claim submitted by the contractor pursuant to this section within thirty days (30) of receipt by the City, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the contractor within the 30 days, the City shall pay the amount determined by the City to be fair and reasonable, based on the back- up documents provided by the contractor and the City's records. In the event the parties do not reach agreement, the contractor may pursue its remedies pursuant to Section IX (k) below unless the contractor failed to submit the claim within 60 days of termination.

- f. Suspension of Work: Suspension of Work caused by Acts of God, which are beyond the control of the contractor, shall not be cause for termination. If such Acts suspend Work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the City and the contractor, outlining the time schedule and costs associated with any delay in substantially completing the project.

- g. Termination of agreement by City of Gustavus (Contractor Default)
 - A. In the event of default by the Contractor, City may give 10 days written notice to the Contractor of OWNER's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be considered a default by the Contractor whenever Contractor shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of Work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or engineer's instructions; (4) fail to prosecute the Work according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents; or 6) create any safety risk on the job site or to the community which upon notification of, the contractor refuses to address and correct within 3 days of the written notification. If the contractor fails to remedy the conditions constituting default within the time allowed, City may then issue the Notice of Termination.

 - B. In the event the agreement is terminated, City may take possession of the Work and may complete the Work by whatever method or means City may select. The cost of completing the Work shall be deducted from the balance

which would have been due the contractor had the Agreement not been terminated and the Work completed in accordance with the contract documents. If such cost exceeds the balance which would have been due, the contractor shall pay the excess amount to the owner. If such cost is less than the balance which would have been due, the contractor shall not have claim to the difference. The contractor's claim shall be limited to the cost of Work actually performed to the date of the termination.

- h. Termination of Agreement by contractor. The contractor may terminate the Agreement upon 20 days written notice to the City, whenever: 1) the Work has been suspended, herein, for more than 90 consecutive days through no fault or negligence of the contractor, and notice to resume Work or to terminate the Agreement has not been received from City within this time period, after being requested by the contractor in writing; or, 2) City should fail to pay the contractor any monies due them for Work actually performed in accordance with the terms of the contract documents and within 60 days after presentation to City by the contractor of the written request, unless City shall have remedied the condition upon which the payment delay was based within 20 days of presentation of the written 60 day notice. In the event of such termination, the contractor shall have no claims against City except for those claims specifically enumerated in Paragraph e.
- i. The city will not provide office space, equipment, or supplies.
- j. Vendor must meet and have in place the insurance requirements listed below at all times during the Term of Contract:
 - i. Vendor 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 City.
 - ii. Limits: The Vendor shall obtain insurance for not less than the following limits:
 - 1. Commercial general liability: coverage written on an occurrence basis with limits of not less than \$2,000,000 per occurrence.
 - 2. Comprehensive automobile liability: \$2,000,000 combined single limit
 - 3. Workers' compensation: \$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.
 - iii. Automobile Liability Insurance: All autos, or all owned, non-owned, and hired automobiles must be insured when the Vendor is using them to do work under this Agreement. If the Vendor submits insurance covering only scheduled autos, then the Vendor must assure that any additional vehicles are insured before using them in the Work under this Agreement.
 - iv. Workers' Compensation: Any employee of the Vendor 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 Vendor is not required to provide a certificate of workers' compensation covering the owner(s) of the Vendor's business under the following circumstances:

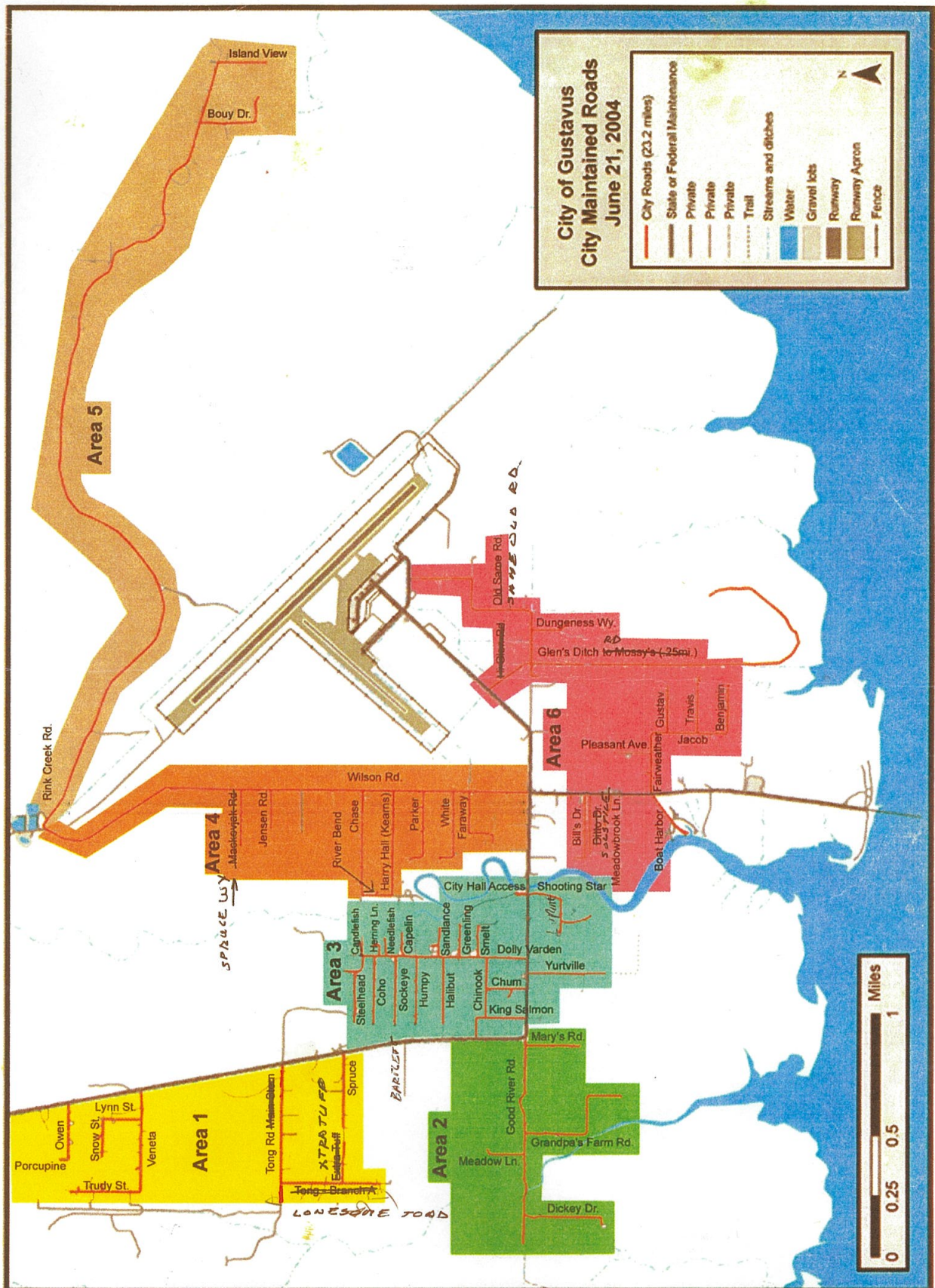
- *Corporations* – If the executive officer(s) claims an exemption, then the Vendor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person 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 Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor 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 Vendor 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 Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor 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.
- v. *Alternate Coverage*: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.
 - vi. *Additional Insured*: During the contract term, the Vendor shall add and maintain City as an additional insured in the Vendor's commercial general liability policy. This policy will provide primary coverage for City, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
 - vii. *Certificate of Insurance*: Prior to commencing any work under this Agreement, the Vendor will provide a certificate of insurance in a form acceptable to City showing that the Vendor has the required insurance coverage.
 - viii. *Cancellation*: The Vendor must assure that City receives advance notice if the Vendor's insurance is going to be canceled, not renewed, or changed. The certificate of insurance must say that the insurer will notify City at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

16. 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
Facility Parking Areas	Approx Area (ft²)
City Hall driveway and parking	11,100
Fire Hall	3,300
Salmon River Park parking on Gustavus Road	1,300
Library driveway and parking	11,000
Community Chest parking	1,500
Boat Harbor parking and storage areas	50,000
Septage Storage driveway and off-loading pad	5,500
Beach Park parking off east side of Dock Road	7,000
Beach Meadows trailhead parking west side of Dock Road	2,000

17. GUSTAVUS ROAD MAP





City of Gustavus

P.O. Box 1

Gustavus, AK 99826

Phone: (907) 697-2451

Fax: (907) 697-2136

Email: administrator@gustavus-ak.gov

Project: RFP FY25-01

**Management and
Implementation of Road
Maintenance Program for
the City of Gustavus**

Subject: Addendum to RFP FY25-01

Date: May 3, 2024

After further consideration, the insurance requirements stated in RFP FY25-01 (incorrectly labeled as FY24-01 when it was issued) under the General Provisions in section j.ii.1 & 2 for commercial general liability and automobile liability insurance are reduced from \$2,000,000 to \$1,000,000.

This change will be included in a revised RFP FY25-01 that will be issued to the successful bidder and referred to in future correspondence regarding the award of the contract.

Kathy Leary

Kathy Leary
City Administrator
City of Gustavus



**MANAGEMENT AND
IMPLEMENTATION OF
ROAD MAINTENANCE
PROGRAM FOR THE CITY
OF GUSTAVUS**
RFP FY24-01 COG

COMPANY

Glacier Bay Construction, Inc.

98 Gustavus Rd
PO Box 389
Gustavus, AK 99826

CONTACT

Kenneth J Marchbanks
Phone: (907) 209-0514
Fax: unavailable
Email: gbciaak@gmail.com

Glacier Bay Construction
PO Box 389
Gustavus, AK 99826

May 10, 2024

City of Gustavus
PO Box 1
Gustavus, Alaska 99826

**RE: MANAGEMENT AND IMPLEMENTATION OF ROAD MAINTENANCE PROGRAM
FOR THE CITY OF GUSTAVUS**
RFP FY24-01 COG

Dear Ms. Leary:

Thank you for the opportunity to submit a proposal to continue and enhance road maintenance for the City of Gustavus (City). As detailed in the request for proposal, Glacier Bay Construction believes it has the experience, equipment, and talent to manage and implement road maintenance described in this request for proposals. Glacier Bay Construction and the City have successfully partnered on all aspects of road maintenance in Gustavus since 2004, a quality unique to this full-service construction company. Glacier Bay Construction would like to continue this partnership and appreciates your consideration when selecting the firm to serve the City for the next contract term.

Best Regards,



Kenneth J. Marchbanks
Secretary of Glacier Bay Construction, Inc.

1 | Experience and Qualifications

Experience

Since 2004, Glacier Bay Construction has served the Gustavus community's need for specialized heavy civil construction. We are a full-service local general contractor that has experience on a wide variety of private and public projects. Glacier Bay Construction offers the following services in Gustavus:

- Ditch construction
- Roadway grading and resurfacing
- Snow plowing
- Flood damage repair
- Vehicle bridge construction
- Brush removal for sight visibility
- Clearing and grubbing
- Scour countermeasure construction
- Building site preparation
- Construction surveying
- Culvert installation
- Environmental remediation
- Aggregate supplier
- Concrete producer
- Brush removal for sight visibility
- Riverbank restoration
- Building demolition
- Septic system installation
- Well construction
- Fish habitat restoration

Over the past 19 years, Glacier Bay Construction has demonstrated the ability to provide on-time and within-budget maintenance of the City's road system, providing reasonable cost rates under the City's request for quote system. In addition, we have:

- Constructed seven prefabricated timber bridges for the City of Gustavus;
- Completed road maintenance services according to Federal standards for the USDA Forest Service - Tongass National Forest on the Neka Bay road system and at the Mendenhall Campground, Lena Loop, Herbert River Road, and Skaters Cabin located in Juneau.

- Completed work for the National Park Service at Glacier Bay National Park including the maintenance facility parking structure, the Huna Tribal House, road shouldering, rip rap, and seeding.
- Completed projects for the Chatham School District including emergency waterline installation and new wastewater treatment installation.
- Completed civil construction on the Gustavus tank farm project for the Alaska Energy Authority.
- Road and Best Management Practice maintenance for Alaska Power and Telephone on the Gustavus hydroelectric site as well as contract work supporting utility installation in town.

In addition to these completed projects, Glacier Bay Construction has ongoing heavy civil subcontract work with the National Park Service, US Postal Service, Federal Aviation Administration, and US Coast Guard. We complete work every season for private parties consisting of road building,



bridges, site preparation, Alaska Department of Environment Conservation certified wastewater systems (Glacier Bay Construction is the only ADEC certified installer in southeast Alaska), environmental remediation, water well drilling, environmental drilling, material and concrete sales.

We possess physical facilities located in Gustavus for maintenance and storage. Experience tells us what it takes to successfully execute the desired model.

Qualifications

The Glacier Bay Construction team consists of Justin Marchbanks, Kenneth “Ponch” Marchbanks, Sandi Marchbanks, Davita Marchbanks, and Jesse Marchbanks. Justin is the corporate secretary, construction surveyor, and equipment operator with over 20 years of experience in heavy civil construction. Kenneth is the corporate treasurer, construction surveyor, and equipment operator also with over 50 years of experience in heavy civil

Caterpillar 130G Motor Grader	\$116.57
Caterpillar 130G Motor Grader w/Diamond Disc	\$176.57
Caterpillar 130G Motor Grader w/Snow Plow	\$216.57
Plow Truck/Road Plow	\$205.10
10cy Dump Truck	\$85.10
Volvo 35MT Excavator	\$195.00
Kobelco 21MT Excavator	\$114.00
Doosan 14MT Excavator	\$124.00
Bobcat 6MT Excavator w/Bucket	\$62.00
Bobcat 6MT Excavator w/Forestry Mulcher	\$101.24
Bobcat T76 Compact Track Loader w/Bucket	\$117.00
Bobcat T76 Compact Track Loader w/Forestry Cutter	\$210.00
Bobcat T76 Compact Track Loader w/Laser	\$147.00
Bobcat T76 Compact Track Loader/snow pusher	\$215.00
John Deere 4450/Savanna Maintainer	\$115.50
Deere 544G Wheel Loader	\$73.30
Deere 544G W/Snow pusher	\$173.30
Caterpillar D3B Crawler Dozer	\$67.00
Pickup Truck	\$28.00
Pickup Truck/Road Sander	\$161.00
Pickup Truck/Snow Plow	\$152.00
Chainsaws, Pumps	\$9.20
Hourly Labor Rates²	
Activity	Rates (\$/hr)
Equipment operator/truck driver/inspection	\$132.30
Construction Surveying	\$142.20
Laborer	\$128.15
Office administration	\$89.00

² Prevailing wages established from Minimum Rates of Pay for Laborer and Mechanics published by the Alaska Department of Labor and Workforce Development, April 2024.

Minimum proposed annual billing to the city FY2025: \$246,800.00. Billing will be measured portal to portal, per whole hour of acceptable service provided with invoicing on a monthly basis.

3 | Means, Methods and Limitations

Means and Methods

Glacier Bay Construction is responding with the understanding that the City desires to be provided with a prioritized maintenance program, within the constraints of the annual budget. The contractor's services are not exclusive to the City, meaning the contractor is not limited or precluded from providing services to private and public clients under separate contracts and agreement provided the contract work receives priority.

Glacier Bay Construction is committed to year-round service and to the continued progress that we have made in partnership with the City for the past 19 years. The uniqueness of the



area, the desire to minimize impacts, and being responsible to community needs, are distinct challenges to providing essential road maintenance services within budgetary constraints.

Administration of services will be in close communication with the Administrator or designee. Glacier Bay Construction intends to meet with the Administrator immediately after contract award to establish a rapport

and lines of communications for the various services. The desired outcome is alignment of priorities and consideration/planning of road improvements.

During the contract term, road and lot maintenance will be approached from a multi-factor standpoint including monitoring and field assessments by Glacier Bay Construction, public and City feedback, and environmental conditions. Glacier Bay Construction will periodically assess road conditions and maintenance needs. Weather conditions will be a determining

factor in deciding the frequency of these assessments. In our experience, road maintenance needs are heavily affected by dry weather, wet weather (potholes and rutting), thaw conditions (potholes and rutting), and winter conditions (snow and ice). Additionally, tree and brush growth encroach on the roadway over time, which could affect driver sight distance and roadway user safety. Ditches also silt in after repeated heavy rainfall, traffic, snow plowing, roadway grading, etc., all of which agitate the road surface aggregate to move under gravity into the ditch. Assessment will be limited to the minimum amount necessary to balance roadway needs and budgetary constraints.

If roadway maintenance needs are discovered during the assessment, Glacier Bay Construction will select a cost-effective method to cure the need and respond by implementing the proper road maintenance.

Glacier Bay Construction will also remain in contact with the Administrator in the event the Administrator needs to relay maintenance needs as observed by city staff or reported by the public. A dedicated road conditions email address managed by Glacier Bay Construction is recommended to allow the public to raise a concern by providing a message about a road problem. Glacier Bay Construction intends to address a resident's concern in person within 24 hours of receipt.

Essentially, our intention would be to offer services similar to historic road system success, with new focus on proactive rather than reactive maintenance. As such, priority would first be placed on routes with highest traffic volume/poorest construction, e.g., Falls Creek Hydro access, DRC, Wilson Road to Chase Dr. intersection, Dolly Varden, Good River Rd., Fairweather Rd., along with City Hall and Fire Hall (winter) access. The maintenance plan will focus more attention on drainage maintenance, embankment material addition, and continued maintenance level brush cutting, with less attention placed on frequent repetitive roadway grading during nonoptimal opportunities, limited road material addition,



and winter maintenance on low-use roadways. Local neighborhood roads are considered secondary and would receive limited service that is based more on improvement than temporary maintenance (grading). Services on neighborhood roads include brush clearing, tree encroachment removal, additional gravel lifts, and basic drainage maintenance. Snow service in these areas would be minimized to the extent possible.

Glacier Bay Construction intends to perform its work according to the Gustavus Standard Specifications For Road Maintenance whenever practical. We have at our disposal all skilled trade, heavy equipment, trucks, and hand tools necessary (with backups) to successfully complete the tasks, and over the years we have committed to investing in equipment that is specialized specifically for the city.

Limitations

Limited Labor Our near term future intention is to successfully seek out and employ a high-value full-time journey level equipment operator who's also a truck driver with a CDL. This employee will be tasked with the day to day City operations. Cost is a major issue in this regard, and any experienced company would be competing with union wages and benefits paid by the likes of the State of Alaska, SECON, Southeast Road Builders, etc., all of which are struggling to fill positions. Part-time employment is possible but unlikely considering cost of living and work commitment. Moving someone in from out of town, effectively changing lives is a huge responsibility.

Contract Term We would commit to a 2-year obligation with option to extend, cost adjustments for additional needed service, fuel and other overhead to be negotiated at an agreed upon interval.

Seasonal Relief Period We propose a curtailment of maintenance on or about March 10 for 30 days for needed relief, medical care, etc. This break up time is costly for the owner, a wasteful use of capital and resources regardless of reaction to a vocal few.



Two decade's experience dictates that very basic, minimal level "summer" maintenance (grading and minimal material hauling only) can be accomplished by a single person. Timely winter maintenance cannot be done with a single employee with no backup help and equipment. Glacier Bay Construction's team needs an opportunity to attend to the matters of life outside of being "on call".

Third Parties We have no plans for third-party service providers. Insurance and other administrative requirements have historically proved to be too burdensome. The limited number of qualified local contractors also presents a problem; however, specialized operations are possible.

Exclusions Work excluded from the agreement include but are not limited to professional registered surveying, engineering, utility location and conflicts with installation by others, dredging, asphalt paving, ice removal, and aggregate crushing.

