



City of Gustavus, Alaska
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Project: RFQ FY25-01(ADDENDUM #1)
Drainage Ditch Relocation
Request for Quotation

COVER SHEET

Important Dates:

Issue Date: June 13, 2024

Bid Submittal Due: July 3, 2024

Deliver to: Gustavus City Hall
By: 1:00 PM

Bid Opening: July 3, 2024

Location: Gustavus City Hall
Time: 1:00 PM

Subject: Addendum #1 to RFQ FY24-05

Date: June 26, 2024

Due to questions and after further consideration, we are including those questions and responses below to provide clarifying information to RFQ FY25-01 previously announced on June 13, 2024. Because of this change, we are extending the bid submittal due date by one day until July 3, 2024, at 1:00 PM and the Bid Opening will commence directly after that.

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

Questions asked with answers following:

- Has there been effort to locate utilities?

Locating utilities has been the contractor's responsibility for past projects, and that should be expected for this project. However, prospective bidders can check with Ian Barrier at the DRC to see if any existing DRC area maps might provide additional information.

- Is the hydro seeding to include seed? All I see is mulch. The native sand also needs a soil amendment. The permit language is vague, mentions something about no invasives but not much more. We have never seen a hydro seeding task that didn't include a very specific seed specification especially near DOT right of way.

Only the mulch/fibrous material is available at the DRC. Please check with Ian Barrier at the DRC to view the product and amount available. The seed and any other materials needs to be included in the bid. We didn't find any seed specs on the DOT website or anywhere else on the state web pages, so what seed species that have been used in Gustavus in the past should be fine.

- Will the proposed route be flagged by the owner and approved by the engineer prior to construction? The route is in fairly close proximity to the state right of way. I see no mention of a requirement for a PLS.
- There are 3 survey monuments (not 1) within the work area. Are they clear of the proposed route?

Marking a boundary line should be ok if there is line of sight between the survey monuments. If not, then we will have to get a surveyor.

- There is a large area depicted as an existing horseshoe bend toward the beach end of the project on the plans that is more of a large hole that is roughly the elevation of the bottom of the proposed new drainage. We anticipate this would possibly fill during certain tides if the new ditch is routed through it. Is that the intent and if so, is DOT good with a pool right next to their road embankment during large tides?

A 17+ foot tide last winter was observed that didn't get to the DRC west boundary. Sea water flooding shouldn't be an issue.



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Project: RFQ FY25-01
DRC Drainage Ditch Relocation
Request for Quotation

COVER SHEET

Important Dates:

Issue Date: June 13, 2024

Bid Submittal Due: July 2, 2024

Deliver to: Gustavus City Hall
By: 1:00 PM

Bid Opening: July 2, 2024

Location: Gustavus City Hall
Time: 1:00 PM

Bid submissions are being accepted for the relocation of the drainage ditch on the east side of the DRC property. Bidders are asked to provide a quote to furnish the equipment, material and labor to dig a new ditch within the 50 foot wide DRC buffer zone along the eastern DRC property line and backfill the existing ditch. Details are described in the General Specifications and Scope of Work sections, and the Appendices.

The ditch relocation will make additional space available for the upcoming bale fill expansion project.

The water in the ditch below the project area is habitat for rearing coho salmon as identified in May by the Alaska Department of Fish & Game area Fish Habitat Biologist. The project will be conducted under the terms of the Fish Habitat Permit (Appendix 1).

The project places fill material into Waters of the United States. The work will be conducted under the terms of the attached US Army Corps of Engineers Nationwide Permit issued for this project (Appendix 2).

The terms and conditions in this document shall become part of any contract resulting from this Request for Quotation. Your bid must be received at the location and by the date and time shown above. Bids shall be submitted on the form furnished and must include original signatures.

THE PERIOD OF PERFORMANCE for this work is from the date of award to September 30, 2024 unless otherwise agreed to with the City Project Manager. Throughout the period, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer.

City of Gustavus RFQ FY25-01

DRC Drainage Ditch Relocation

General Specifications

The City plans to initiate work on the DRC drainage ditch relocation in 2024 and requests proposals to complete the work. The proposed realignment is part of an incremental expansion of the landfill that is expected to provide about twenty years of landfill capacity.

Because the ditch flows into the Salmon River, it is Waters of the United States and the US Army Corps of Engineers has jurisdiction. Refer to the US Army Corps of Engineers Nationwide Permit for this project to deposit fill in Waters of the United States (Appendix 2). The design plan and section drawings are on pages 4 & 5 (Figures 1 & 2) of the permit.

The ADF&G Fish Habitat Biologist surveyed the water in the ditch downstream from the project area in May and found rearing coho salmon. The Fish Habitat Permit is issued based on the ditch relocation design submitted in February (Appendix 1).

During the February review the Biologist requested that the depth, width, shape and gradient of the new channel match that of the bypassed section, and that some bends be included in the channel (Figure 1) since there is a possibility that fish could inhabit this section of the ditch in the future. The drawing showing a typical cross section view of the existing channel (Figure 2), taken from the site topography, compares closely to the proposed new channel dimensions for the channel depth, width and slope of the banks (also Figure 2). In the plan view of the ditch relocation (Figure 1) there are two sweeping bends in the new channel that stay within the 50 ft. wide buffer zone. The new channel gradient is approximately the same as the old channel. The meandering thalweg in the existing channel developed over time and created small scour pools and cut banks, and slightly varies the depth and flow characteristics which benefits aquatic habitat. A similar one to two foot wide meandering thalweg must be established in the bottom of the new channel.

Scope of Work

The work must be done in compliance with the US Army Corps of Engineers Nationwide Permit and the ADF&G Fish Habitat Permit issued for this project.

Soil excavated from the new ditch will be used to fill the old ditch. The sequence for excavating and filling isn't specified in this RFQ and will be left to the contractor. The new channel length is about 320 ft. and drops about 2 ft. over its length. The quantity of soil removed from the new excavation is approximately 1268 cu. yds. and the fill requirement for the existing ditch is 1322 cu. yds. The difference will be made up by contouring the fill at both ends of the filled in section of the ditch.

Erosion control best practices must be used by the contractor to prevent sediment from reaching the coho salmon rearing area downstream from the project area. Refer

to the Corps permit condition 12. *Soil Erosion and Sediment Controls*. The erosion control plan must be approved by the Project Manager.

The one to two foot wide meandering thalweg will be encouraged to establish itself by minor contouring done in the bottom of the new channel similar to the watercourse in the existing ditch bottom. A few logs can be added to create current breaks.

The banks and bottom of the new ditch will be hydroseeded to control erosion. The topsoil and vegetation excavated from the new ditch can be put on top of the backfilled ditch to encourage revegetation, or it can be hydroseeded.

End General Specifications and Scope of Work

Contractor Bid Submission Form

Construct the *(Project Name)* as described in General Specifications and Scope of Work; *(More details about the work if appropriate)*

In providing a signature on this cover sheet, the bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid _____

Contractor Business Name _____

Business License # _____ Contractor's License Number # _____

Insurance Company _____ Policy Date _____ Provided

Business Name _____

Mailing Address _____ Physical Location _____

Cell or Business Phone # _____ Email _____

Project Element Quotes:

DRC Drainage Ditch Relocation: Total Bid \$ _____

Subcontractor(s) Name(s) _____

By _____

Print Name

Signature

Title _____

GENERAL PROVISIONS

INSTRUCTIONS TO BIDDER

1. Bidder must submit quotes for all bid schedule items listed.
2. Bid Schedule sheets must be manually signed (original signature).
3. 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.
4. The quotes must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
5. Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
6. 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.
7. 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.
8. The City of Gustavus, hereinafter "City," may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
9. The City may cancel the RFQ if such cancellation is in the best interest of the City.
10. It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
11. If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
12. Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Project Manager.

13. 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.

14. After depositing a bid, a bidder may withdraw, modify, or correct his 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 his bid after the time set for opening bids.

15. The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

METHOD OF AWARD

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

- a. The price;
- b. Current General Contractor license and Alaska business license;
- c. Local bidder (proposer) preference;
- c. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- d. The potential bidder’s reputation, honesty and integrity shown in the commission of previous City contracts;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract.

Local Bidder (Proposer) Preference: In accordance with City of Gustavus Code 4.17.190, a qualified responsible bidder who maintains an office within the City of Gustavus may be awarded the contract in preference if their bid does not exceed the lowest responsible bid by a non-local bidder by more than five percent.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction.

The City Council may reject the bid of a bidder who is 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.

PURCHASE ORDER/CONTRACT

It is the intent of the City to use a purchase order 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.

CONTRACTOR LICENSE

Contractor shall hold a current license as a General Contractor in the State of Alaska.

SUBCONTRACTING

Subcontracting is permitted when authorized in writing by the City Project Manager. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

INSURANCE

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

INDEMNIFY AND HOLD HARMLESS

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

PUBLIC SAFETY

The contractor is responsible for the general safety and welfare of the public within the area where the work is conducted, and must provide reasonable measures to prevent the public from encountering hazardous or dangerous situations during work activities. The Contractor and Project Manager will consult with one another about specific public safety issues.

CHANGE ORDERS

Change orders approved by the Project Manager and Mayor or Mayor's Designee are required for work outside the project Scope of Work that results in additional cost to the City.

BID AWARD PROCESS

The successful bidder will be notified promptly in writing with a “Notice of Apparent Low Bidder” letter.

After outstanding issues (if any) are resolved a “Notice of Intent to Award” letter will be issued and the contract award will be placed on the agenda for the next City Council General Meeting.

After the bid is accepted and approved by the City Council, the bidder will be issued a “Notice of Award” letter.

A purchase order will be issued by the City following the Notice of Award. Once signed by both parties, the purchase order and RFQ combined will establish the contractual relationship between the City and the contractor.

Any outstanding issues remaining must be settled before a “Notice to Proceed” letter is issued by the City to the contractor. Upon receipt of the letter the contractor is expected to begin making arrangements to start work on the project.

END OF GENERAL PROVISIONS

For more information on the project please see the full RFQ at <https://www.gustavus-ak.gov/drc/page/rfq-fy25-01>