



**City of Gustavus, Alaska**

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Gustavus, Alaska 99826

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**Project: RFQ FY22-07RM**

**Tong Road Drainage  
Improvements  
Request for Quotation**

**THIS IS NOT AN ORDER**

**COVER SHEET**

Important Dates:

**Issue Date: May 25, 2022**

**Bid Submittal Due: June 03, 2022,**

by: 2:00 p.m.

**Bid Opening: June 03, 2022, at 2:00 p.m.**

Deliver to: Gustavus City Hall

Location: Gustavus City Hall

Please provide a quote to furnish the services to complete culvert installations and ditch excavation along the north side of Tong Road, per the attached drawings and specifications. The attached terms and conditions shall become part of any contract resulting from this Request for Quotation. Quotations must be received at the location and by the date and time shown above. Quotations shall be submitted on the form furnished and must include an original signature.

This work consists of two tasks, both FEMA funded as flood-recovery projects:

**Task 1.** Replacing a partially plugged 24" x 30' culvert in the section line easement at the west end of Tong Road near the corner of sections 1, 2, 11, and 12, (approximate coordinates of 58.4272, -135.7751) with a 24" x 40' corrugated metal pipe culvert with entry and exit aprons. Culvert will be supplied by the City from City stock.

**Task 2.** Excavating a new roadside ditch within the section line easement (between sections 1 and 12) on the north side of Tong Road from the Mountain View Road drainage stream at approximate coordinates of 58.4272; -135.7584) to a point 893' west at approximate coordinates of 58.4272; -135.7632. Install a new 18"x30' poly culvert and aprons supplied by the City within this ditch line under the entrance driveway to the Parker agricultural unit at approximate coordinates of 58.4272, -135.7600.

**THE PERIOD OF PERFORMANCE** for this work is as soon as possible after contract award.

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

Date of quotation \_\_\_\_\_

Quoted amount for Task 1 \$ \_\_\_\_\_

Quoted amount for Task 2 \$ \_\_\_\_\_

Quoted amount, complete project \$ \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## **GENERAL PROVISIONS**

### **INSTRUCTIONS TO BIDDER**

- Bid must be manually signed (original signature).
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- 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.
- The city may cancel the RFQ if such cancellation is in the best interest of the City.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the Road Maintenance POC or Mayor.
- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.
- After depositing a bid, a bidder may withdraw, modify, or correct their bid, providing the city receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw their bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the city makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent 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. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;

- c. The potential bidder's reputation, honesty and integrity shown in the commission of previous City contracts;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract.

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 minutes of the City Council meeting relating to the matter may be used as the required written statement

The City Administration or Council may reject the bid of a bidder who is debarred by the city, in arrears on taxes, permits, special assessments and/or any other monies that may be due the city or who failed to perform on a previous contract with the city.

### **PURCHASE ORDER/CONTRACT**

It is the intent of the city to use purchase orders and the bidding documents to establish the contractual relationship between the city and the lowest responsive, responsible bidder. The following conditions shall apply:

- a. The unilateral right of the city to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;
- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

### **SUBCONTRACTING**

Subcontracting is not permitted unless authorized in writing by the Road Maintenance POC. 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 bidder 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.

## **END OF GENERAL PROVISIONS**

### **SUPPLEMENTAL CONDITIONS**

1. This contract may exceed the \$25,000 floor for compliance with AS Title 36.
2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.
3. The City reserves the right to inspect the Contractor's equipment prior to award and to reject any bid if the equipment is not in reliable operating condition or if the equipment is not able to produce the specified work according to the specifications.

4. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.
5. The City reserves the right to increase or decrease quantities, such as ditch excavation length to the limits of the available funding.
6. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the city may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.
7. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:
  - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
  - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
  - c. Illegal, unprofessional, or abusive behavior toward City representatives or members of the community as determined by the City Council.
8. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements, and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. If protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the City Administrator or Road Maintenance POC of the problem and shall cooperate with the City Administrator or Road Maintenance POC in seeking a reasonable solution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the City Administrator or Road Maintenance POC has given approval to proceed in writing.
9. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined said utilities do not meet PUC Standard installations i.e., bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e., the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged because of such outages.
10. The City Administrator or Road Maintenance POC will provide the necessary rights-of-way or easements for the work. Contractor shall confine his operations to the designated areas and observe all restrictions contained in any easements.
11. The Road Maintenance POC anticipates that the work required herein *may* involve moving or excavating through or around exiting utility lines. Contractor shall assure that utility locates are made to identify buried utility lines. If during Contractor's work, existing privately or publicly owned facilities, equipment, improvements, and landscaping, etc. suffer damage due to Contractor's operations, intentional or unintentional, Contractor shall be responsible to have such facility, equipment, improvement, and landscaping restored to its previous condition, or better, and at no additional cost to the City.
12. The Contractor shall take project direction only from the City Administrator or Road Maintenance POC or his/her designee, or the Mayor. Should the Contractor, while performing city work, be approached by a resident with a complaint, suggestion, or request, the Contractor shall politely explain that he/she is being directed by the City Administrator or Road Maintenance POC and ask the resident to please direct any questions, concerns, or requests to the City Administrator or Road Maintenance POC, or to the Mayor, or to the City Council.

13. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License for the type of work being performed. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The city is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 days of bid closure, then bidder shall be determined to be non-responsive.

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

15. Billing and Payment: The contractor will submit billing upon completion. The approved billing shall be paid within 30 days.

16. Convenience Termination:

This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

## **END OF SUPPLEMENTAL CONDITIONS**

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

#### **1. REMEDIES**

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

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

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

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

- a. Standard.

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

b. Key Definitions.

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

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

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

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so

participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT [Not applicable to Public Assistance Grants]**

**5. COPELAND ANTI-KICKBACK ACT [Not applicable to Public Assistance Grants]**

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Not applicable to contracts under \$100,000. This contract is under \$100,000]**

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

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

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

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

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

2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract)



will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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

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

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

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

## **9. DEBARMENT AND SUSPENSION**

a. Standard.

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

b. Applicability.

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

c. Requirements.

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

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

nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

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

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

d. Suspension and Debarment

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

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

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

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

## **10. BYRD ANTI-LOBBYING AMENDMENT**

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

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the

required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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

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

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

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

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

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

d. Language.

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

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

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

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

## **INSURANCE REQUIREMENTS**

During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A.M. Best Company or specifically approved by the City Council.

**Limits:** The Contractor shall obtain insurance for not less than the following limits:

- Commercial General Liability: Coverage written on an occurrence basis with limits of not less than \$1,000,000.00 per occurrence;
- Comprehensive automobile liability: \$1,000,000.00 combined single limit;
- Workers’ Compensation: \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

**Automobile Liability Insurance:** All vehicles or all owned, non-owned, and hired vehicles must be insured when the Contractor is using them to do work under this Agreement. If the Contractor submits insurance covering only scheduled vehicles, then the Contractor must assure that any additional vehicles are insured before using them in the work under this Agreement.

**Workers’ Compensation:** Any employee of the Contractor must be covered by workers’ compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Contractor is not required to provide a certificate of workers’ compensation covering the owner(s) of the Contractor’s business under the following circumstances:

*Corporations* – If the executive officer(s) claims an exemption, then the Contractor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

*Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the Contractor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

**Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

**Additional Insured:** During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor’s commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that a policy treats each additional insured as though the insurer had issued separate policies.

**Certificate of Insurance:** Prior to commencing any work under this Agreement, the Contractor will provide a certificate of insurance in a form acceptable to the City showing that the Contractor has the required insurance coverage.

**Cancellation:** The Contractor must assure that the City receives notice if the Contractor's insurance is going to be canceled, not renewed, or changed. The certificate of insurance must say that the insurer will notify the City at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

**Increased Coverage:** If during the Agreement term the City requires higher limits of insurance than those listed in this section, and if the insurer increases the premium as a result of the higher limits of insurance, then the City will pay the Contractor the difference between the new and old premiums.

**Subcontracting:** The Contractor is responsible to the City to verify insurance on all subs and furnish copies of it to the City upon request. All subs must carry and show proof of the minimum limits of liability indicated above.

#### **END OF INSURANCE REQUIREMENTS**

## **SECTION 203**

### **DITCH EXCAVATION**

**203-1.01 DESCRIPTION.** Clear, grub, remove, and dispose of all vegetation and debris within the excavation limits.

Excavate to the lines, grades, depths and typical cross sections shown on the Plans.

**203-2.01 MATERIALS.** None.

### **CONSTRUCTION REQUIREMENTS**

**203-3.01 GENERAL.** Perform all necessary clearing and grubbing prior to beginning excavation operations.

Keep erosion potential to a minimum.

**203-3.02 CLEARING AND GRUBBING.** Clear and grub all trees, down timber, stumps, brush, bushes and debris from the excavation limits.

Dispose, crush, or break apart all stumps and root wads larger than 4 ft in maximum dimension. Tree boles, moss, grass, turf, debris or other material within excavation limits can be disposed of in the designated excavation waste area shown on the Plans.

**203-3.03 EXCAVATION.** Keep excavation areas free draining at all times as the work progresses. Finish the excavation to reasonably smooth and uniform surfaces.

Excavate material only within the limits on the Plans. Prevent disturbing material and vegetation outside of the slope limits.

Dispose of excess material as shown on the Plans or at approved locations. Ensure that all disposal areas are properly graded and drained without ponding. Blend the outer limits of unsuitable material into surrounding grounds with no noticeable break or variation readily discernible.

**203-4.01 METHOD OF MEASUREMENT.** The work will not be measured for payment.

**203-5.01 BASIS OF PAYMENT.** The City of Gustavus will make payment at the Contract price, or as modified by change order with specified price adjustments, when the work is complete and accepted by the City of Gustavus.

Accept the Contract lump sum price as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless modified by change order.

## SECTION 603

### CULVERTS

**603-1.01 DESCRIPTION.** Construct or reconstruct culverts and storm drains (pipe), to the lines and grades shown on the Plans.

**603-2.01 MATERIALS.** Use materials that conform to the following:

Corrugated Polyethylene Pipe	Provided by the City
Corrugated Metal Pipe (CMP)	Provided by the City
Joints	Provided by the City
Bedding and Backfill	Type A Material

Type A Material. Aggregate containing no muck, frozen material, roots, sod or other deleterious matter. Meet the following gradation as tested by ATM 304:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
No. 4	20-75%
No. 200	0-6%, determined on the minus 3-inch portion of the sample

Material dredged from the City's gravel pits meets the requirements for Type A Material.

### CONSTRUCTION REQUIREMENTS

**603-3.01 GENERAL.** Conform to the details on the Plans for excavation, bedding, and backfill.

**603-3.02. LAYING PIPE.** Begin the pipe laying at the downstream end of the pipe. Keep the lower segment of the pipe in contact with the shaped bedding throughout its full length.

**603-3.03 JOINING PIPE.**

1. Metal Pipe. Join metal pipe firmly so that the band corrugations match and conform to the corrugations of the pipe. Ensure the gap between the pipe being joined is in the center of the band and is no wider than one corrugation width.
2. Polyethylene Pipe. Ensure that polyethylene pipe couplings are corrugated to match the pipe corrugations and that their width is not less than one half the nominal pipe diameter.

Take up any pipe that is out of alignment, unduly settled, or damaged and re-lay or replace it.

**603-3.04 EXCAVATION AND EMBANKMENT.** Remove and dispose of unsuitable material below the designed culvert invert elevation. Replace with Type A Material.

Compact material using equipment with at least 3000lb centrifugal force.

Place pipe bedding and backfill in uniform layers not more than 6 inches deep. Compact by routing compaction equipment and/or rollers uniformly over the entire surface of each layer before the next layer is placed. Compact until the material does not rut under the compaction equipment. Ponding or jetting is not permitted.

Keep dumping and rolling areas separate. Do not cover any lift by another until the required compaction has been completed.

Place backfill as uniformly as possible on all sides of structural units. Avoid unbalanced loading of backfill which could damage the structure.

Support and protect existing conduits or utilities, which are not scheduled for removal or abandonment, when encountered in the excavation.

**603-3.05 CLEANUP.** Remove all rubbish, temporary structures, excess materials, and equipment from the project site and from all work areas before project completion.

**603-4.01 METHOD OF MEASUREMENT.** The work will not be measured for payment.

**603-5.01 BASIS OF PAYMENT.** The City of Gustavus will make payment at the Contract price, or as modified by change order with specified price adjustments, when the work is complete and accepted by the City of Gustavus.

Accept the Contract lump sum price as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless modified by change order.