



City of Gustavus
P.O. Box 1
Gustavus, AK 99826
Phone: (907) 697-2451

Special Meeting Packet

July 22, 2019



GUSTAVUS CITY COUNCIL

SPECIAL MEETING

JULY 22, 2019

7:00PM AT CITY HALL

Gustavus City Council:

Mayor (Seat C):

Calvin Casipit

calvin.casipit@gustavus-ak.gov

Term Expires 2020

Vice Mayor (Seat G):

Susan Warner

susan.warner@gustavus-ak.gov

Term Expires 2021

Council Member (Seat A):

Cheryl Cook

cheryl.cook@gustavus-ak.gov

Term Expires 2019

Council Member (Seat B):

Jake Ohlson

jake.ohlson@gustavus-ak.gov

Term Expires 2019

Council Member (Seat D):

Mike Taylor

mike.taylor@gustavus-ak.gov

Term Expires 2020

Council Member (Seat E):

Shelley Owens

shelley.owens@gustavus-ak.gov

Temporary Appointment Expires 2019

Term Expires 2021

Council Member (Seat F):

Brittney Cannamore

brittney.cannamore@gustavus-ak.gov

Term Expires 2021

Gustavus City Hall:

City Administrator-Tom Williams

administrator@gustavus-ak.gov

City Clerk-Karen Platt

clerk@gustavus-ak.gov

City Treasurer-Phoebe Vanselow

treasurer@gustavus-ak.gov

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes:**
- 4. Mayor's Request for Agenda Changes**
- 5. Committee/Staff Reports:**
- 6. Public Comment on Non-Agenda Items**
- 7. Consent Agenda:**
 - A. Introduction of FY20-05NCO – Providing for the Amendment of Department Budgets for FY20** (Public Hearing 8/12/19)
- 8. Ordinance for Public Hearing:**
- 9. Unfinished Business:**
 - A. Gustavus Children's Enhancement Program Committee**
- 10. New Business:**
 - A. Discussion of Application Denial for Ballot Proposition: Local Tax-to-Payroll Expenditure Balanced Budget Initiative**
 - B. Scoping Document – Gustavus Public Library Roof Repair, Bike Shed, Awning**
 - C. Introduction of FY20-04NCO – CP19-08 Gustavus Public Library Roof Repair/Shed/ Awning** (Public Hearing 8/12/19)
 - D. Approve RFQ FY20-02 Gustavus Public Library Roof Repair, Bike Shed, Awning**
- 11. City Council Reports:**
- 12. City Council Questions and Comments**
- 13. Public Comment on Non-Agenda Items**
- 14. Executive Session**
- 15. Adjournment**



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Consent Agenda

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY20-05NCO
AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
DEPARTMENT BUDGETS FOR FISCAL YEAR 2020**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

Section 1. Classification. This is a **Non-Code Ordinance**

Section 2. For the Fiscal Year of 2020 estimated income and expenditures have changed from the estimates in the approved budget.

Section 3. For the current fiscal year, the budget is amended to reflect the changed estimates as follows:

Budget Category	Amounts		
	Original Budget	Amended Budget	Change
INCOME			
Federal Revenue: Payment in Lieu of Taxes	\$ 100,000.00	\$ 67,848.46	<\$ 32,151.54>
<i>The FY20 budget estimated revenue based on past years, but the FY20 actual amount is much lower.</i>			
State Revenue: Community Assistance Program	\$ 82,598.89	\$ 82,845.41	\$ 246.52
<i>The FY20 actual amount was announced 07/17/2019.</i>			
Tax Income:Retail Tax Income	\$ 370,000.00	\$ 378,700.00	\$ 8,700.00
Prior-Year Cash Balance	\$ 79,000.00	\$ 106,638.93	\$ 27,638.93
Roads:Other Income	\$ 0.00	\$ 3,777.00	\$ 3,777.00
<i>Income from the sale of the brusher, per FY19-28NCO.</i>			
Total Change in Income			\$ 8,210.91

EXPENSE			
	Original Budget	Amended Budget	Change
Social Services:GCEP dba The Rookery	\$ 14,890.00	\$ 13,890.00	<\$ 1,000.00>
<i>The FY20 City of Gustavus budget incorrectly listed the FY20 budget request from The Rookery.</i>			
Library:Telecommunications	\$ 5,900.00	\$ 7,978.40	\$ 2,078.40
<i>The State of Alaska FY20 budget eliminated the Online with Libraries (OWL) funding that provided a \$2,078.40 grant for partial financial support for the Gustavus Public Library's internet service.</i>			
Roads:Supplies	\$ 0.00	\$ 305.00	\$ 305.00
<i>Replacement and additional road name signs were purchased in conjunction with a larger capital project purchase for the beach signs.</i>			
General Liability	\$ 5,000.00	\$ 10,717.80	\$ 5,717.80
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			
Marine Facilities:Insurance	\$ 1,625.00	\$ 1,851.36	\$ 226.36
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed. This is property insurance on the city floats.</i>			
GVFD:Vehicle:Insurance	\$ 3,740.00	\$ 3,445.93	<\$ 294.07>
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			

Admin:Building:Insurance	\$ 450.00	\$ 507.73	\$ 57.73
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			
DRC:Building:Insurance	\$ 665.00	\$ 756.40	\$ 91.40
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			
GVFD:Building:Insurance	\$ 1,450.00	\$ 1,685.02	\$ 235.02
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			
Library:Building:Insurance	\$ 1,950.00	\$ 2,307.88	\$ 357.88
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed.</i>			
Marine Facilities:Building:Insurance	\$ 2,400.00	\$ 2,835.39	\$ 435.39
<i>The final insurance premiums for FY20 were received after the FY20 budget was passed. This is property insurance on the bulk fuel facility and waterless restrooms.</i>			

Total Change in Expense **\$ 8,210.91**

Section 4. The budget is hereby amended as indicated and any portion of the approved budget inconsistent with this amendment is repealed.

Section 5. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

DATE INTRODUCED: *July 22, 2019*

DATE OF PUBLIC HEARING: *August 12, 2019*

PASSED and **APPROVED** by the Gustavus City Council this ____th day of _____, 2019.

Calvin Casipit, Mayor

Attest: Phoebe Vanselow, City Treasurer

Attest: Karen Platt, City Clerk



City of Gustavus
P.O. Box 1
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Phone: (907) 697-2451

Unfinished Business

**CITY OF GUSTAVUS, ALASKA
RESOLUTION CY19-10**

A RESOLUTION ESTABLISHING AN ADVISORY COMMITTEE TO ADDRESS THE LONG-TERM SUSTAINABILITY OF THE GUSTAVUS PRESCHOOL AND CHILD CARE PROGRAMS FOR GUSTAVUS

WHEREAS, research regarding the societal benefits of early childhood education is well established and demonstrates that children who participate in high-quality early education programs have better overall literacy, better decision-making and social skills, require fewer remedial or special education services, and have a higher likelihood of economic productivity and social stability in adulthood; and

WHEREAS, a quality preschool and child care facility enable parents to seek and retain employment by providing quality, professional, safe, and reliable care, which can support self-sustainability, aids our businesses and the local economy in general, and can be an attractive element to potential new residents and businesses; and

WHEREAS, without viable preschool and child care services, working parents in Gustavus could have to choose between putting their children at risk in substandard or unreliable child care or foregoing employment altogether; and

WHEREAS, many citizens of Gustavus recognize the availability of preschool and child care services as a vital and necessary component of the quality of life and social well-being of the community; and

WHEREAS, the City of Gustavus has the opportunity to assume a unique role in providing foundational support in meeting the need for these services.

NOW THEREFORE, BE IT RESOLVED that: The City authorizes the formation of a Preschool and Child Care Committee (PAC) to recommend actions to the City Council which may contribute to long-term sustainability for the delivery of preschool and child care services in Gustavus. The committee shall advise the Council on the following:

- a) Forecasted operational plan(s) with costs
- b) Capital Improvement plan with associated costs
- c) Long term (5 and 10 year) funding strategies to support operational and capital improvement costs
- d) Proposed ordinance/code revisions
- e) Means of outreach to gauge public support of funding strategies
- f) Alternative business models for the preschool and child care program

In addition, the committee should recommend to the Council the best means to query and record public opinion (beyond attendance at a meeting) on the level of City Government financial support for child care and preschool services that Gustavus citizens would choose. This could be accomplished through a survey, a ballot measure, a referendum, or some other mechanism.

The PAC may consist of one City Council member, 4 members of the general public, and the Gustavus City Administrator. **PASSED** and **APPROVED** by the Gustavus City Council Gustavus City Council this 10th day of June 2019, and effective upon adoption.



Calvin Casipit, Mayor



Attest: Karen Platt



July 8th, 2019

Gustavus Children's Enhancement Program (GCEP)
The Rookery at Gustavus: Preschool & Child Care Programs
P.O. Box 353
Gustavus, AK 99826

To: The Gustavus City Council

Thank you for your continued support of our organization. Without city funding, we would not have been able to offer preschool or child care to the Gustavus Community in the last couple of years. We expect eleven preschoolers to enroll this September, and we currently have thirty students enrolled in child care. Here is a list of local employers whose staff benefited from our programs in the last year:

- City of Gustavus
- Gustavus School
- National Park Service
- Fireweed Gallery
- Gustavus Dray
- Frontier Freight
- Alaska Airlines
- Gustavus Construction
- Fairweather Construction
- Commercial fishermen and women
- DOT
- Alaska Seaplanes
- USPS
- AP&T

While we were initially excited about the prospect of becoming a department of the City of Gustavus, our board wishes to honor the concerns of the community by ceasing pursuit of a new city department. We hope the City received committee applications from community members who are not already involved in our organization and we would like to be included in that committee, should there be one. We do wonder whether there is still a need for such a committee now that we are not considering becoming a city department. Whether there is a committee or not, please see below three ways the City could provide the financial stability we need in order to continue offering our services.

- **Permanent Facility** – We would like to start the long process of obtaining a permanent facility for our programs. We feel the first step is to hire an architect who can assess our options (renovating an existing building, purchasing a new building, or new construction), provide us with a rough estimate of what it would take for each of those options, and develop plans that we could then fundraise and grant-write for. **We request approximately \$3,000 to hire an architect as well as for the City to be the eventual owner of the facility. Perhaps we could do this through this year's Endowment cycle.**
- **Passenger Van** – In order to meet the current demand of families who need child care in order to work during the hours when preschool is in session, we may accept an offer from the local church to use their space to provide that care. To do this, we would need to transport kids from the church to our facility each day when preschool ends. We have already been transporting kids in personal vehicles for field trips and are putting ourselves at risk in doing so in personal vehicles without insurance coverage for this kind of activity and cannot do so unless we designate one specific vehicle. Although this is a risk we're already engaging in, we feel we should not push it a step further by transporting kids on a daily basis as part of our regular schedule. **We request the City be the owner of a passenger van and for our staff to be listed on City auto insurance.** Our need for the van would be approximately one hour three days a week in the winter plus perhaps one or two field trips each week. Perhaps the City would also benefit from having such an asset? If the City agreed, we could fundraise and/or search for a donation of such a vehicle.
- **Additional \$6,225.18** – Two weeks ago, we received a letter from the IRS saying they had just gone through their 2016 records, matching the amount we reported on our W2 filing with the amount in our quarterly 941 payments and found that they had not received any 941 payments from us throughout the 2016 calendar year. We are not being charged any late fees, but we had to pay the IRS \$6,225.18 for the Medicare and Social Security taxes we withheld from our staff's paychecks but did not pass on to the IRS. We are comfortable owning this mistake because in 2016 all of our financial management was being done by a parent volunteer, we knew our operation had become too large for a volunteer to manage, and by early 2017 we had already turned it over to paid staff. In 2017 it was clear the books were nowhere near complete, but we lacked the information and the funding to concern ourselves with fixing the past and instead focused on ensuring all future records were kept more precisely. Without the funds from the City we would not have been able to pay this debt, and now with a \$6,225.18 deficit moving into this new fiscal year we are unsure if we will be able to make it through the winter. **We request an additional \$6,225.18 in order to be sure we can make it through this current fiscal year.**

We look forward to continue working with the City Council with the goal of offering these services to our community.

Sincerely,



Erin Ohlson on behalf of the Gustavus Children's Enhancement Program (GCEP) Board of Directors: President/Treasurer Caroline Casipit; Vice President Camlyn Cacioppo; Secretary Kelly McLaughlin; and Board Members Janene Driscoll, Ellie Sharman, Rachel Weaver, and Wes Bacon-Schulte.



City of Gustavus
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New Business

**Ballot Proposition: A Local Tax-to-Payroll Expenditure
Balanced Budget Initiative**



Do you agree with this statement?

The City of Gustavus annual budget for payroll expenses shall not exceed 100% of estimated local tax revenues (such as sales tax, bed tax, fish box tax, local taxes, and fees), except in the case of a temporary emergency, as declared by a minimum of 4 votes of the City Council.

Gustavus voters may choose to exceed the local tax revenue limit by a vote with a count of at least 50% the number of ballots cast in the last Municipal General Election voting "yes" AND a simple majority of all votes cast.

Property taxes are not assessed at this time and are excluded from local tax revenue. Grant or specially funded positions may be filled but will terminate at the end of the grant or project period.

Please check Yes or No.

YES _____

NO _____

Printed Name

Signature

Address

1. Colleen Stansbury Colleen Stansbury PO Box 145, 99826
2. Lillian Ruedrich L Ruedrich PO Box 235 99826
3. Jon P. Howell Jon P. Howell P.O. Box 288 99826
4. Julie Young Howell Julie Howell P.O. Box 288, 99826
5. Lannis Ross Lannis Ross P.O. Box 45, 99826
6. Tim Sunday Tim Sunday POB 257 99826
7. Jim Maciejak J. Maciejak Box 63 99826
8. Thomas R Imboden Thomas R Imboden POB 214 99826
9. Rhio F. HARPER Rhio F. Harper - PO 214 99826
10. Christine Spate Christine Spate PO 103 99826



City of Gustavus, Alaska

PO Box 1
Gustavus, Alaska 99826

Phone: 907.697.2451

Fax: 907.697.2631

July 2, 2019

Gustavus Budget Watch Group
Colleen Stansbury
P.O. Box 145
Gustavus, AK 99826

Dear Gustavus Budget Watch Group,

I cannot certify your application for petition of a Local Tax-to-Payroll Expenditure Balanced Budget Initiative. AS 29.26.110 (a) (3) states that the petition application "relates to a legislative rather than to an administrative matter; and". Decisions related to city employees' salaries and benefits falls under administrative.

Furthermore, the Alaska Constitution prohibits the use of initiatives to make or repeal appropriations in Section 7 of Article XI

The city council must hold hearings on their budgets and make them available to the public for scrutiny. This would be the time for citizens to make comments to help guide the council's allocations. Also available to a citizen is the opportunity to run for a council seat where they might have leverage in creating the budget.

If you have questions, please, feel free to email or call City Hall.

Thank you,

Karen Platt
City Clerk
clerk@gustavus-ak.gov

Sec. 29.26.100. Reservation of powers.

The powers of initiative and referendum are reserved to the residents of municipalities, except the powers do not extend to matters restricted by art. XI, sec. 7 of the state constitution. (§ 9 ch 74 SLA 1985)

Sec. 29.26.110. Application for petition.

(a) An initiative or referendum is proposed by filing an application with the municipal clerk containing the ordinance or resolution to be initiated or the ordinance or resolution to be referred and the name and address of a contact person and an alternate to whom all correspondence relating to the petition may be sent. An application shall be signed by at least 10 voters who will sponsor the petition. An additional sponsor may be added at any time before the petition is filed by submitting the name of the sponsor to the clerk. Within two weeks the clerk shall certify the application if the clerk finds that it is in proper form and, for an initiative petition, that the matter

- (1) is not restricted by AS 29.26.100;
- (2) includes only a single subject;
- (3) relates to a legislative rather than to an administrative matter; and
- (4) would be enforceable as a matter of law.

(b) A decision by the clerk on an application for petition is subject to judicial review. (§ 9 ch 74 SLA 1985; am § 9 ch 80 SLA 1989)

Effect of amendments. The 1989 amendment, effective August 30, 1989, substituted "name and address of a contact person and an alternate to whom" for "address to which" in the first sentence in subsection (a).

Sec. 29.26.120. Contents of petition.

(a) Within two weeks after certification of an application for an initiative or referendum petition, a petition shall be prepared by the municipal clerk. Each copy of the petition shall contain

- (1) a summary of the ordinance or resolution to be initiated or the ordinance or resolution to be referred;
 - (2) the complete ordinance or resolution sought to be initiated or referred as submitted by the sponsors;
 - (3) the date on which the petition is issued by the clerk;
 - (4) notice that signatures must be secured within 90 days after the date the petition is issued;
 - (5) spaces for each signature, the printed name of each signer, the date each signature is affixed, and the residence and mailing addresses of each signer;
 - (6) a statement, with space for the sponsor's sworn signature and date of signing, that the sponsor personally circulated the petition, that all signatures were affixed in the presence of the sponsor, and that the sponsor believes the signatures to be those of the persons whose names they purport to be; and
 - (7) space for indicating the total number of signatures on the petition.
- (b) If a petition consists of more than one page, each page must contain the summary of the ordinance or resolution to be initiated or the ordinance or resolution to be referred.

Article XI – Initiative, Referendum, and Recall

§ 1. Initiative and Referendum

§ 2. Application

§ 3. Petition

§ 4. Initiative Election

§ 5. Referendum Election

§ 6. Enactment

§ 7. Restrictions

The initiative shall not be used to dedicate revenues, make or repeal appropriations, create courts, define the jurisdiction of courts or prescribe their rules, or enact local or special legislation. The referendum shall not be applied to dedications of revenue, to appropriations, to local or special legislation, or to laws necessary for the immediate preservation of the public peace, health, or safety.

Gustavus Budget Watch Group
PO Box 145
Gustavus, AK 99826



July 8, 2019

Dear Gustavus City Clerk Karen Platt,

The Gustavus Budget Watch Group disagrees with the decision regarding the proposed initiative. Please consider this letter to be a formal appeal of that decision.

We respectfully request that the City attorney review the initiative language specifically in relation to AK Constitution Section 7, Article XI and also AS 29.26.110 (a)(3). The constitution states an initiative shall not be used to dedicate revenues or make appropriations. The Alaska statute states the petition must relate to a legislative matter, not administrative.

The proposed initiative language does not restrict the city from making specific appropriations regarding salaries and benefits. This proposal seeks only to tie total payroll expenditure amounts to the total amount of local tax revenue, and that, we believe, is a legislative rather than administrative matter.

Thank you,

A handwritten signature in blue ink, appearing to read "Colleen Stansbury". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Colleen Stansbury



City of Gustavus, Alaska

PO Box 1

Gustavus, Alaska 99826

Phone: 907.697.2451

Fax: 907.697.2631

July 9, 2019

Gustavus Budget Watch Group

c/o Colleen Stansbury

P.O. Box 145

Gustavus, Alaska 99826

Subject: Gustavus City Council Special Meeting for July 22, 2019

At the July General Meeting of the Gustavus City Council held on July 8, 2019 the City Council directed staff to add a discussion concerning the purpose of the recent application for a ballot initiative. The City Council invites the Gustavus Budget Watch Group to participate in the discussion to be held at 7p.m. on July 22, 2019 at City Hall.

Please contact City Hall if you have any questions.

Sincerely,

Tom Williams, Ph.D.
City Administrator

Article 11 – Initiative, Referendum, and Recall

Article 11, Sections:

1. Initiative and Referendum
2. Application
3. Petition
4. Initiative Election
5. Referendum Election
6. Enactment
7. Restrictions
8. Recall

§ 1. Initiative and Referendum – The people may propose and enact laws by the initiative, and approve or reject acts of the legislature by the referendum.

§ 2. Application – An initiative or referendum is proposed by an application containing the bill to be initiated or the act to be referred. The application shall be signed by not less than one hundred qualified voters as sponsors, and shall be filed with the lieutenant governor. If he finds it in proper form he shall so certify. Denial of certification shall be subject to judicial review. [Amended 1970] §

3. Petition – After certification of the application, a petition containing a summary of the subject matter shall be prepared by the lieutenant governor for circulation by the sponsors. If signed by qualified voters who are equal in number to at least ten per cent of those who voted in the preceding general election, who are resident in at least three-fourths of the house districts of the State, and who, in each of those house districts, are equal in number to at least seven percent of those who voted in the preceding general election in the house district, it may be filed with the lieutenant governor. [Amended 1970, 1998 & 2004]

§ 4. Initiative Election – An initiative petition may be filed at any time. The lieutenant governor shall prepare a ballot title and proposition summarizing 44 the proposed law, and shall place them on the ballot for the first statewide election held more than one hundred twenty days after adjournment of the legislative session following the filing. If, before the election, substantially the same measure has been enacted, the petition is void. [Amended 1970]

§ 5. Referendum Election – A referendum petition may be filed only within ninety days after adjournment of the legislative session at which the act was passed. The lieutenant governor shall prepare a ballot title and proposition summarizing the act and shall place them on the ballot for the first statewide election held more than one hundred eighty days after adjournment of that session. [Amended 1970]

§ 6. Enactment – If a majority of the votes cast on the proposition favor its adoption, the initiated measure is enacted. If a majority of the votes cast on the proposition favor the rejection of an act referred, it is rejected. The lieutenant governor shall certify the election returns. An initiated law becomes effective ninety days after certification, is not subject to

veto, and may not be repealed by the legislature within two years of its effective date. It may be amended at any time. An act rejected by referendum is void thirty days after certification. Additional procedures for the initiative and referendum may be prescribed by law. [Amended 1970]

§ 7. Restrictions– The initiative shall not be used to dedicate revenues, make or repeal appropriations, create courts, define the jurisdiction of courts or prescribe their rules, or enact local or special legislation. The referendum shall not be applied to dedications of revenue, to appropriations, to local or special legislation, or to laws necessary for the immediate preservation of the public peace, health, or safety.

§ 8. Recall– All elected public officials in the State, except judicial officers, are subject to recall by the voters of the State or political subdivision from which elected. Procedures and grounds for recall shall be prescribed by the legislature

Article 2. Initiative and Referendum.

Sec. 29.26.100. Reservation of powers.

The powers of initiative and referendum are reserved to the residents of municipalities, except the powers do not extend to matters restricted by art. XI, § 7 of the state constitution.

Alaska Statutes: Title 29 - Sec. 29.26.110. Application for petition.

(a) An initiative or referendum is proposed by filing an application with the municipal clerk containing the ordinance or resolution to be initiated or the ordinance or resolution to be referred and the name and address of a contact person and an alternate to whom all correspondence relating to the petition may be sent. An application shall be signed by at least 10 voters who will sponsor the petition. An additional sponsor may be added at any time before the petition is filed by submitting the name of the sponsor to the clerk. Within two weeks the clerk shall certify the application if the clerk finds that it is in proper form and, for an initiative petition, that the matter

- (1) is not restricted by [AS 29.26.100](#);
- (2) includes only a single subject;
- (3) relates to a legislative rather than an administrative matter; and
- (4) would be enforceable as a matter of law.

(b) A decision by the clerk on an application for petition is subject to judicial review.

PROJECT SCOPING and DEVELOPMENT FORM

This form is to be used to document project planning and approval in order to assure that: project options are well-considered; the best option is put forward; initial and continuing costs and funding are addressed; and that Council approval has been given for implementation. Use this project scoping form with the Project Planning and Approval Process Flow Chart.

Answer the questions that pertain to your proposed project. Attach additional narrative pages if necessary. Type in the electronic form using as much space as you feel is necessary.

Part 1. Project Identification

Name of project: Library Roof Repair, Movement and Installation of Current Awning with Conversion to Bike Shed, and Construction of New Awning

Department: Library

Contact: Bre Ohlson

E-mail: bre.ohlson@gustavus.lib.ak.us

Phone: 697-2350

Part 2. Project Scope refers to a project's size, goals, and requirements. It identifies what the project is supposed to accomplish and the estimated budget (of time and money) necessary to achieve these goals. Changes in scope will need Council approval.

1. What is the project?

At the direction of the Council, we began on the replacement of the metal roofing panels that have had gaping holes left in them from failure of the snow guards, and which has now turned into a reconstruction of the entire library roof from its peak downwards until the end of the rotted boards are reached. We have had an engineer on site who gave us a report with detailed information on how to deal with this issue.

Our roof, and the entire building, is constructed of SIP panels, which have poor performance history in Southeast Alaska. Problems have been attributed to moisture getting into the panels and rotting the sheathing. Typically the source of the moisture is interior condensation getting into the panels and turning to water. This, however, is not the case for our library. The engineer confirmed this by inspecting the attic, where there is no sign of rot.

Up on the roof, the metal ridge vent was removed to expose the tar paper, which was cut to expose the foam. The edges of the SIP top layer of sheathing had rot. There was also significant rot about a foot down from the ridge. The engineer did not look any further, so the extent of the rot is unknown.

The other aspect of the project is to move the existing emergency exit awning, permanently place it as a bike shed elsewhere on the property, and construct an awning that would act as an extension to the NNE roofline outside the library emergency exit. Although not part of the roof, the new awning will cover the existing

sidewalk and be walled-in on the north and east sides to create a storage space/employee access that will prevent people and bikes from congregating outside the emergency exit and to prevent snow from sloughing in on the walkway. This project replaces the previous capital project request that constructed a new bike shed and was approved in the 2019 Capital Improvement Plan at \$15,000.

The new awning would be consistent with the roofline and extend from the book drop to the southeast corner nearby to prevent snow from dumping in front of the doorway. There would be signage and/or similar aesthetic details on the outer wall to help direct people towards the main library entrance as visiting patrons regularly attempt to enter the library through the emergency exit.

2. Why is the project needed?

This project is needed to protect and preserve a large city investment and improve the emergency exit access by providing cover in another area for bike parking, creating a safer pedestrian/bike-friendly area.

3. Where did the idea for this project originate? (Public comments, Council direction, committee work?)

Not applicable.

4. Is this project part of a larger plan? (For example, the Gustavus Community Strategic Plan, or committee Annual Work Plan?)

Repairing the roof of the Library is not part of any larger plan, at this time.

5. What is your timeline for project planning?

We need the project to happen as soon as possible. The longer we wait, the more rotten wood in the roof we will have to replace. This project would begin and be completed during the summer/fall of 2019.

6. What is your budget for the planning process? Will you be using a consultant?

Initial engineering has already been paid for.

7. What is your rough estimate of the total cost of the planning and final product? At the least, please list cost categories. See Part 4. (Ques. 4-8) and Part 5 (Budget) for guidance.

The budget for the roof repair has a ceiling of \$50,000.00. Upon removing the roof panels, an evaluation of the entire roof will determine if further action is needed. If additional work is needed, staff will get direction from the Council to determine a course of action.

For the roof repair, if there is rot under all of the furring strips, then the top layer of sheathing of the SIP is not performing as it should. To repair, the top plywood and foam would be cut out to allow a 'member' to be placed in the panel, which would provide the span capacity of the assembly. The member would protrude out of the panel and take the

place of the furring strips and provide the roof with a ventilation gap. There would be a seal and around the SIP to ensure moisture does not get into the panels. By assuming a snow load of 50 psf, three member sizes were calculated to work. For this option, the new member would act to carry the loads over the span and the SIP would only be used to provide the insulation. Screws should be used to connect the bottom of the SIP with the new rafter. All rafter splices should be strapped and rafters should be connected to bearing walls with A34 clips. Details of suggested repair are included in the Engineering Report in Appendix B.

The budget for the bike shed/new awning is \$10,000 with an anticipated cost of \$5-7,000. The budget estimate is intentionally high to allow for unexpected costs and consideration of the time delay of project approval process.

For the old awning, the project will move the existing shed that is outside of the emergency exit/employee entrance (the “snow shed roof”). Moving the structure rather than building a new one will solve the issue of people and bikes hanging out in front of the emergency exit and will save the City the costs of constructing something new.

For the new awning, the project will create a new covered area that prevents snow build-up in front of the emergency exit and shifts the congregating area for patrons using the library internet from directly outside the staff door and window.

Parts 3., 4., 5., 6. Project Investigation and Development

Parts 3.—6. refer to social, environmental, and financial impacts of various options. These questions will help you document your consideration of alternatives and your choice of the option providing the best value for the community. Your goal is to generate alternatives and make a recommendation from among them. Return to Part 3., “Summary” after applying Parts 4.—6.

Summary:

1. What alternative approaches or solutions were considered? Make a business case for your top two or three options by discussing how effectively each would fulfill the project goals, and by comparing the economic, social, and environmental costs vs. benefits of each one.

Roof Repair: If the engineers’ assumption is incorrect and the rot is not occurring with all of the furring strips, with only localized areas of rot, we may be able to recommend a different repair option or limit the repair to the just the rotted area. Full exposure of the roof is needed to investigate the extent of the rot.

New Awning: The awning will provide for public safety by removing bikes and other items that block the emergency exit of the library, better facilitate pedestrian movement around the parking area, and give patrons a dry and common area outside the library to talk and use phones, eliminating unnecessary noise within the library.

Old Awning as New Bike Shed: The current snow shed roof will be installed off the southwest corner of the parking lot, reusing the current structure at a lesser cost than an entirely new construction project.

2. What solution was chosen as the best and why is it the best?

The solutions mentioned above were arrived at through a deliberate and thorough investigation of the options. However, for the roof, if additional damage is present there will need to be discussions on how to proceed.

3. Identify your funding source(s).

If the roof replacement/additional work is necessary, alternate funding will be researched such as applying for a Tier 1, \$25,000 grant from the Rasmuson Foundation. Tier 1 applications are accepted year-round and reviewed on a rolling basis.

Part 4. Environmental, Social, Financial Impacts

1. Project Impacts Checklist

Will this project affect:	No	Yes (+/-)	Maybe
Environmental quality? (+ = impact is beneficial; - = harmful)			
• Climate change	+		
• Streams/groundwater quality	+		
• Air quality	+		
• Soils/land quality	+		
• Fish/wildlife habitat, populations	+		
• Plant Resources (timber, firewood, berries, etc)	+		
• Invasive or pest species	+		
• Natural beauty of landscape or neighborhoods	+		
• Neighborhood character	+		
• Noise or other environmental impacts	+		
• Environmental sustainability	+		
• Hazardous substances use	+		
• Community waste stream	+		
• Light pollution at night	+		
Recreational opportunities?			
• Public land use and access	+		
• Trails/waterways	+		
• Parks	+		

• Public assembly/activities		+	
Education/training/knowledge & skill development?	+		
Public safety?		+	
Public health?	+		
Medical services?	+		
Emergency response?	+		
Economic performance & sustainability?			
• Employment of residents			
o Short-term (i.e. construction)		+	
o Long-term (operating and maintenance)	+		
• Cost of living reduction	+		
• Return on investment			+
• Visitor opportunities/impressions/stays/purchases		+	
• Competitive business environment	+		
• Support for existing businesses	+		
• New business opportunities	+		
• Economic sustainability	+		
• Attractiveness of City to new residents/businesses		+	
City government performance?			
• Infrastructure quality/effectiveness/reach (more people)		+	
• Existing services		+	
• New services		+	
• Cost of City services		+	
• Tax income to City	+		
Transportation?			
• Air	+		
• Water	+		
• Roads	+		
Communications?	+		
• Internet	+		
• Phone	+		
• TV/radio			
Other? (type in)			

2. How does this project provide benefits or add value in multiple areas? (E.g., benefits both to the environment and to business performance.)

Repairing the roof will help preserve the library structure and ensure that it remains an important resource to those who live in Gustavus and maintain the investment that the City of Gustavus has made in the building and its contents.

3. Are other projects related to or dependent on this project?

There are no other projects related or dependent on the repair of the roof.

4. Will the project require additional infrastructure, activity, or staffing outside the immediate department or activity? (E.g., will the construction of a new facility require additional roads or road maintenance or more internal City staffing?)

No.

5. What regulatory permits will be required and how will they be obtained?

No regulatory permits needed.

6. What are the estimated initial (e.g., construction or purchase) and continuing operational costs of the project?

Estimated initial cost for roof repair: \$50,000. Once an estimate is received from a contractor a more accurate cost will be identified.

Estimated cost for new awning and installation of old awning as bike shed: \$10,000

7. Is an engineering design or construction estimate necessary?

Yes.

8. Will operation of the project generate any revenue for the City such as sales, user fees, or new taxes? If so, how will the new revenue be collected?

No new revenue will be generated.

Part 5. Project Budget

Proposed Budget Line Items

Construction project Budget estimate	Cost	Operational budget estimate (annual)	Cost
Administrative	\$	Personnel	\$
Project management	\$	Benefits	\$
Land, structures, ROW, easements	\$	Training	\$
Engineering work	\$	Travel	\$
Permitting, inspection		Equipment	\$
Site work	\$	Contractual	\$
Construction	\$60,000	Supplies	\$
Waste disposal	\$	Utilities	\$
Equipment	\$	Insurance	\$
Freight	\$	Repair & maintenance	\$
Contingencies	\$	Other (list)	\$
Other (list)	\$	Other (list)	\$
Other (list)		Total direct costs	\$
		Indirect costs	\$
		Income (fees, taxes)	\$
		Balance: costs-income	\$

Part 6. Jobs and Training (required by some granting agencies)

1. What service jobs will be needed for operation and maintenance?

None.

2. How many full-time, permanent jobs will this project create or retain?

None.

3. What training is necessary to prepare local residents for jobs on this project?

None.

4. How many local businesses will be affected by this project and how?

We hope to employ one local construction company.

Part 7. Business Plan (Upon Council request)

Upon Council request, please prepare a business plan for the operating phase of your leading option(s). Plans will differ according to the nature of the project.

There are a number of good Internet sites that will assist you in developing a business plan.

One example (12/2010): is http://www.va-interactive.com/inbusiness/editorial/bizdev/ibt/business_plan.html

Basic components of a business plan:

- The Product/Service
- The Market
- The Marketing Plan
- The Competition
- Operations
- The Management Team
- Personnel

Part 8. Record of Project Planning and Development Meetings

1. Please document the manner in which public input was received.
 - Public comment on agenda item at committee or Council meeting
 - Special public hearing
 - Dates and attendance for the above.
 - Written comment from the public (please attach)
2. Please use the following chart to document committee meetings, Council reports, and so on. Did the committee make recommendations or requests? Did the Council make requests of the committee?

Meeting Record

Event (Meeting of committee, Council report, public hearing, etc.	Date	Agenda Posted (date)	Minutes or record Attached? (yes/no)	Outcome Rec to Council, requested action of Council, etc.	No. of attendees

Part 9. Feedback to the Council

With the understanding that this form must be adapted to a variety of projects, please provide feedback on how the form worked for your committee. Thank you for your suggestions.

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY20-04NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2020**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

Section 1. Classification. This is a **Non-Code Ordinance**

Section 2. For the Fiscal Year of 2020, the following City held account balance transfers are to be made for the reasons stated.

Section 3. For the current fiscal year, the budget and City held accounts are amended to reflect the changes as follows:

CITY HELD ACCOUNTS	Amounts		Amended Balance	Change			
	Account Balance*						
	*Approximate, this is a dynamic value						
CP-19-08 Library Roof Repair/Shed/Awning	\$	0.00	\$	60,000.00	\$	60,000.00	
AMLIP Capital Improv Current	\$	106,675.69	\$	46,675.69	<\$	60,000.00>	
<i>Funds transfer for a 2019 capital project that combines two projects approved in the Capital Improvement Plan approved by the City Council at the March 11, 2019 general meeting.</i>							
Total Change in City Held Account Balances						\$	0.00

Section 4. The City held accounts are hereby amended as indicated.

Section 5. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

DATE INTRODUCED: *July 22, 2019*

DATE OF PUBLIC HEARING: *August 12, 2019*

PASSED and **APPROVED** by the Gustavus City Council this __th day of _____, 2019.

Cal Casipit, Mayor

Attest: Phoebe Vanselow, City Treasurer

Attest: Karen Platt, City Clerk



City of Gustavus, Alaska
PO Box 1
Gustavus, Alaska 99826
Phone: 907-697-2451
Fax: 907-697-2136
Email: treasurer@gustavus-ak.gov

Project: RFQ FY20-02
Library

**Library Roof Repair, Bike
Shed, Awning
Request for Quotation**

COVER SHEET

Important Dates:

Issue Date: July 23, 2019

Bid Submittal Due: August 5, 2019

Deliver to: Gustavus City Hall

By: 10:00 a.m.

Bid Opening: August 5, 2019

Location: Gustavus City Hall

Time: 10:00 a.m.

Please provide quotes to furnish the services and materials for:

- the repair of the Gustavus Public Library roof
- the transport of the existing emergency exit snow shed roof to a nearby spot with installation as a bike shed
- the construction of a new awning over the emergency exit

The attached terms and conditions shall become part of any contract resulting from this Request for Quotation. Quotations must be received at the location and by the date and time shown above. Quotations shall be submitted on the forms furnished and must include original signatures.

THE PERIOD OF PERFORMANCE* for this work is from August 13, 2019, to October 31, 2019. Throughout the period of performance, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer, with a copy submitted simultaneously to the City Administrator. In providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid _____

Alaska Business License # _____ Contractor's License Number # _____

City of Gustavus Business Permit # _____

Insurance Company _____ Policy Date _____ Provided ☐

Business Name _____

Mailing Address _____ Physical Location _____

Cell or Business Phone # _____ Fax # _____

Basic Bid \$ _____

By _____
Print Name

Signature

GENERAL PROVISIONS

INSTRUCTIONS TO BIDDER

- Bidder must submit quotes for all bid schedule items listed.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- 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.
- In the case of error in the extension of prices in the bid, the unit price will govern.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Administrator, 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 Council may reject the bid of a bidder who is debarred by the City, in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

For purposes of determining the lowest bidder, the extended bid amounts (estimated amount × unit cost) will be totaled to give a total bid amount. This contract is on an “as required” basis. Quantities listed are estimations for award purposes only. The City reserves the right to increase or decrease quantities as necessary to accomplish the actual requirements and make payment at the unit price bid.

PURCHASE ORDER/CONTRACT

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

- a. The unilateral right of the City to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;

- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

SUBCONTRACTING

Subcontracting is not permitted unless authorized in writing by the City Administrator or Road Maintenance POC. 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

GUSTAVUS PUBLIC LIBRARY ROOF REPAIR SUPPLEMENTAL CONDITIONS

1. Elements of the bid schedule may be subject to the provisions of Alaska Statutes Title 36. AS Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current *State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600* and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of AS Title 36. If you have questions regarding the applicability of Alaska Statute to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8th St, Juneau, AK, or call (907) 465-4842.

2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.

3. The 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 to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.

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. In the event that protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the City Administrator and/or Mayor of the problem and shall cooperate with the City Administrator and/or Mayor 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 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 as a result of such outages.

10. The City Administrator and/or Mayor will provide the necessary rights-of-way or easements for the work. Contractor shall confine operations to the designated areas and observe all restrictions contained in any easements.

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

12. Other Goods and Services:

a. In addition to specifications listed in the bid schedule, other work may be required to fulfill the scope of the agreement and may be requested by the City Administrator and/or Mayor.

b. At the City Administrator and/or Mayor's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice. The City shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.

c. After completion of the work, the Contractor shall provide to the City Administrator and/or Mayor all material invoices and receipts and a log of equipment and/or labor time for payment.

13. Billing and Payment:

The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.

14. Notification and Acceptance of Work:

The contractor will submit a complete spreadsheet to the City Treasurer at the end of each month stating what type of service was provided and where.

15. Convenience Termination:

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

**END OF GUSTAVUS PUBLIC LIBRARY ROOF REPAIR SUPPLEMENTAL
CONDITIONS**

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

Basic Bid

SCOPE OF WORK

1.1 BACKGROUND

The project job site is the Gustavus Library located at 14 Gustavus Road as illustrated by the map (Attachment A).

1.2 SCOPE OF WORK

This work consists of two distinct but related projects: (1) repair to the metal roof and roof underlayment of the library and (2) movement of the current snow shed roof above the emergency exit to create a bike shed and construction of a new awning over the emergency exit.

For the roof repair, the City had an engineer's report prepared and is available at <https://cms.gustavus-ak.gov/administration/page/library-roof-inspection>. The report indicates that the bulk of the water damage on the outer OSB layer of the SIPs is likely due to water leaking through the old fastener penetrations in the roof metal. The pictures in the report support this line of reasoning. Rot along the ridge was also noted. The weather sealing under the metal ridge cap may consist of the roof metal being bent up as a dam to prevent wind-driven water infiltration. A dam without some additional form of weather screen likely would not be sufficient to keep out wind driven rain. Consideration of a **profile vent** system for ridge venting should be considered and is available at: <http://profilevent.com/index.html>

The report also touches on panel damage due to indoor air leakage condensing in the panel joints. This scope of work includes determining if damage due to air leakage exists and if repair is necessary. In typical cases, moisture damage due to air leakage is greatest at the peak and upper third of the roof. Usually, the rot and water staining will manifest around the panel edges on the exterior face. These areas are to be checked for water damage.

The SIP may need to be sealed to prevent moisture. The scope of work requires investigation of the SIP to determine what action is necessary. For example, Juneau building code requires that the panels be air sealed on the underside with a continuous 6 mil polyethylene vapor retarder. This approach may be an option if the bottom (attic side) panels are also affected by moisture. If the moisture content of the underside panels or the foam in the areas adjacent to the panel joints is too high, then a continuous highly impermeable air and vapor retarder may cause more problems.

While determining the approach necessary to address the moisture issue, also consider limiting the air sealing to the panel joints. This could be done in two ways: tape the panel joints or float an elastomeric fluid applied flashing over the joints. Product selection is going to matter here. OSB is a notoriously difficult product to adhere to and conventional caulking and tapes will not necessarily be the right choice. The product that is used to air seal the panel joints is going to need a very high degree of certainty that it will remain in place for the years (decades) to come. In the case of tape, some brands will recommend a primer be rolled on the OSB prior to taping to increase the bond strength. One tape to consider is Siga Wigluv. It is

expensive, but also has excellent adhesion and flexibility. In terms of a fluid applied flashing, Carlisle Barribond may be a good choice, but a phone call to the dealer to confirm would be recommended. Barribond is sold by Western Insulfoam in Anchorage. The following are informational links.

<http://www.smallplanetsupply.us/siga-wiglufv-all-around-exterior-air-sealing-tape/>

<https://www.insulfoam.com/>

When considering repair options, it will be necessary to remove the existing roof metal and roofing membrane and inspect the roof in its entirety. The extent of the damage will determine the best approach to repairs. If damage is limited to certain areas, then you may find that supporting the OSB roof panels from below (once the joints are air sealed) is the least expensive option. Judging from the plans, it seems that in most areas, room exists in the attic space to install rafters to support the panels.

Once the panel damage and support has been addressed, then a new, vented roof can be installed. In the case of an under-roof, the typical solution is to install new sleepers over the panels. In this case however, the sleepers will run from the eaves to the ridge to promote good air flow and then be covered with a layer of plywood sheathing and roofing underlayment prior to installing the new roof metal. The thickness of the sleepers will likely range from 2x4 to 4x4 depending on the amount of air flow deemed necessary to dry out the existing roof and keep it well vented in the future. Given that the OSB will likely be structurally inadequate to fasten sleepers, it will likely be necessary to add additional backing to the undersides of the panels. Structural screws can then run through the panels and into the backing in the attic. The backing may consist of another set of sleepers.

These suggestions are intended to provide information as to the work and the expectation by the City of the approach for the repair. However, all responses will be considered on their own merit.

For the awning project, the project is to move the existing emergency exit awning and permanently place it as a bike shed in a place to be designated off the southwest corner of the parking lot. The RFQ respondent will not be responsible for clearing the willows from the area for the shed to be placed or concrete footers to support the structure. The RFQ respondent will not be responsible for constructing cross bracing on the shed for structural stability. Once the old awning is moved, the project is to construct an awning that would act as an extension to the NNE roofline outside the library emergency exit. Although not part of the roof, the new awning will cover the existing sidewalk and be walled-in on the north and east sides to create a storage space/employee access that will prevent people and bikes from congregating outside the emergency exit and to prevent snow from sloughing in on the walkway.

The new awning would be consistent with the roofline and extend from the book drop to the southeast corner nearby to prevent snow from dumping in front of the doorway with a stem wall instead of a full wall for the furthest south section. The awning will need to be extended out a few feet to cover the existing sidewalk and any ancillary repairs will need to be done to the building from the construction work.

1.3 GENERAL SCOPE CONDITIONS

The work to be performed under this contract shall consist of the following:

- a) providing all tools, equipment, materials, supplies, and manufactured articles not provided by the City. The City has 40 panels of Skyline 16" Denali Green roofing with flashing as required and other associated materials. furnishing all labor, transportation, housing, and services; and
- b) performing all work or other operations required for the fulfillment of the contract.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work, the Contractor shall provide which may be necessary for the proper completion of the work.

End Scope of Work

APPENDIX A – MAP OF GUSTAVUS PUBLIC LIBRARY

