

FY21 RSA PROJECT MANUAL

MATANUSKA-SUSITNA BOROUGH
PURCHASING DIVISION

PALMER, ALASKA



BIDDING AND CONTRACT DOCUMENTS
FOR BIDS:

**#21-029B/RSA 15, #21-030/RSA 30,
#21-055B/RSA 23, #21-056B/RSA 31**
Annual Road Maintenance

VOLUME 2 of 2

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SECTION I

SPECIAL PROVISIONS

MATANUSKA-SUSITNA BOROUGH

Annual Road Maintenance

SPECIAL PROVISIONS FY2021

1. DEFINITIONS

Wherever in the Specifications, Special Provisions, or other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as set forth below.

- 1.1 **"Borough"**. The Matanuska-Susitna Borough, or a Borough representative having the appropriate authority to speak for the Borough.
- 1.2 **"Compliance"**. A condition that is achieved when all maintained road miles within the road service area meet all specified standards for maintenance.
- 1.3 **"Contractor"**. The Company awarded the bid, its owners, officers, agents, employees, subcontractors, and any other person or agency working on behalf of said Company at the Company's request.
- 1.4 **"Contract"**. The Contract as that term is used in these Special Provisions is equivalent to the "entire Agreement of the parties" as stated in Section 12 of the Maintenance Agreement.
- 1.5 **"Contract Deficiency"**. Any failure to meet a minimum requirement or standard of this Contract.
- 1.6 **"Full Winter Road Width"**. Condition in which a road is properly plowed from the right upper edge of the foreslope to left upper edge of the foreslope.
- 1.7 **"Icing"**. Condition in which normal braking ability is impaired by a frozen and glazed surface on the road, which may or may not include a non-frozen cover above the frozen surface.
- 1.8 **"Additional Work"**. Work beyond the scope of road maintenance as defined in these Special Provisions.
- 1.9 **"Primary Roads"**. Arterials, collectors, and school bus routes.
- 1.10 **"Road Definition"**. A condition in which a properly maintained driving surface can be easily distinguished from the shoulders and ditches.
- 1.11 **"RSA Supervisor"**. Volunteer appointed by the Borough Mayor for the Road Service Area addressed under this Contract. The RSA Supervisor advises borough staff, but has no authority to direct Contractor's operations.
- 1.12 **"RSA Superintendent"**. The Matanuska-Susitna Borough employee assigned to the Road Service Area covered by this Contract. When the RSA Superintendent assigned to the Road Service Area is on leave or off work for any other reason, another qualified employee will be assigned and will act with full authority of the RSA Superintendent under this Contract.
- 1.13 **"Secondary Roads"**. Cul-de-sacs, parking areas, and those subdivision roads that are not primary roads.
- 1.14 **"Snow Pack"**. Snow that has been driven on, rained on, or otherwise compressed.
- 1.15 **"Troughing"**. A condition that results from wear or erosion or compression of the road surface by repetitive traffic in the same area of the road. A road is troughed if runoff is turned and channeled to run with the road as opposed to following the cross slope of the road.

2. INTENT

It is the intent of this Contract to provide safe, courteous, competent year round road maintenance for the citizens of the Borough.

3. SCOPE OF SERVICES

- 3.1 **General**. Provide suitable equipment and perform all the services to accomplish the required road maintenance as set forth under this Contract.

- 3.2 Contractor's Responsibility to Monitor.** It is the responsibility of the Contractor to monitor the condition of all the roads in the Service Area and respond without callout at all times. All roads shall be monitored to ensure that compliance with the contract requirements is met by 5am.
- 3.3 Accessibility.** Maintain communication between the Borough and the Contractor at all times. Office to be located within the Matanuska-Susitna Borough. Telephone, fax, and cell phones will be local numbers.
- 3.3.1** Contact the Road Superintendent between 6:00 AM and 7:30 AM or sooner by email and provide them with a daily work report on the form provided by the Borough. In the action plan section of the daily work report the following shall be include type of work, equipment, and operator for each zone in the RSA. Update the reports as conditions warrant.
 - 3.3.2** Maintain a manned office phone.
 - 3.3.3** Maintain a working fax on a dedicated line.
 - 3.3.4** Maintain a functioning e-mail address.
 - 3.3.5** Contact home office every hour to retrieve messages.
 - 3.3.6** When an RSA Superintendent requests to be called, return call within 15 minutes.
 - 3.3.7** Carry a cell phone with a local carrier with voice mail and texting capabilities.
 - 3.3.8** Inform the Road Superintendent of any significant activities, occurrences or problems after normal business hours.
 - 3.3.9** Maintain communications with all working equipment.
 - 3.3.10** Maintain continuous communication during any critical events or occurrence (i.e. snowstorms, icing conditions, avalanches, floods, heavy rains, earthquakes, forest fires, etc.
- 3.4 Service Area Mileage.** Mileages shown in Appendix A are for those roads currently accepted for maintenance by the Matanuska-Susitna Borough. The list is subject to change within the Road Service Area at the sole discretion of the Borough. If the list changes, the mileages will change accordingly. The Contract price will be adjusted to reflect the actual road miles for any increase or decrease in mileage. A map of the service area boundaries can be found in Appendix B.
- 3.5 Line of Communication.** (1) RSA Superintendent, (2) Operations and Maintenance Division Manager, (3) Public Works Director, (4) Deputy Borough Manager. This will apply to both oral and written communication.
- 3.6 Coordination of Work.** RSA Superintendent will offer advice, but will not direct the methodology of the Contractor's work except where in the opinion of the RSA Superintendent immediate public safety is concerned. Under normal conditions, any communication from the RSA Superintendent to the Contractor shall be considered advisory unless it is in writing. During critical events a verbal direction from the RSA Superintendent shall be considered an order which will later be confirmed in writing by the RSA Superintendent. The Contractor will be paid at a fair and reasonable rate for any work that is ordered during critical events that is clearly outside the scope of this Contract.
- 3.7 Complaints.** All complaints related to Contractor performance received by the Borough will be passed on to the Contractor. The Borough will also keep a Complaint Log as a record of complaints received. Whether the complaints come through the Borough or directly from the public, Contractor shall respond to complaints within four hours of receipt, even if a longer deadline is specified in some other section of this Contract for the type of issue complained of. Failure to meet the four-hour deadline may be considered a deficiency at the discretion of the RSA Superintendent. Repeated or serious failures to meet the four-hour deadline may result in the issuance of a Letter of Non-Compliance under Section 9 of these Special Provisions.
- 3.8 Meetings.** The Borough may require mandatory meetings at a place and time selected by the Borough. The Contractor shall attend these meetings.

3.9 Traffic Maintenance.

- The Contractor shall protect the work zone and control traffic at all times in the area in which Contractor is working. The Contractor shall furnish, erect, maintain, replace, clean, move and remove the traffic control devices required to ensure the safety of the traveling public and all administrative responsibilities necessary to implement this work.
- The Contractor shall conform to Manual of Uniform Traffic Control Devices and the Alaska Supplement.
- Traffic control personnel shall carry on their person at all times written evidence of having been properly American Traffic Safety Services Administration certified for the work they are performing.

3.10 Deficiencies. Full compliance with all provisions of this Contract is the sole responsibility of the Contractor. Contractor shall monitor their own work and shall make adequate effort to avoid deficiencies. The RSA Superintendent may observe Contractor's work, and may advise the Contractor of deficiencies observed. Contractor shall bear the full and sole responsibility for any and all claims by any person or agency relating to deficient compliance with this Contract. Any deficiency can be considered a material breach.

3.11 Emergency Situations. Emergency situations such as flooding, earthquakes, or other acts of God will be determined on a case-by-case basis and additional work that results there from is not part of this Contract. An emergency situation exists when the Borough Manager or higher authority, declares a "State of Emergency" that encompasses the Road Service Area.

In the event of an Emergency, continue to perform work under this Contract unless ordered by authorities to cease.

3.12 Startup Inventory. The Contractor shall conduct a detailed and comprehensive inventory and assessment of all roads, ditches, culverts, drainages, and other features within the first thirty days of the contract performance period. The contractor shall identify all specific features and details that are damaged or otherwise cannot be maintained in full compliance with this contract, included, but not limited to:

- Road surfaces,
- Road widths,
- Ditches and other surface drainage features,
- Cross culverts,
- Oversized brush that cannot be maintained with normal brushing
- Verify road mileage

Contractor shall document all findings in writing and with photographs and submit to the Road Superintendent within 10 working days of conducting the inventory. This inventory is for informational purposes only and does not relieve the Contractor of the responsibility to perform work to the specified standards required by this contract. The contractor shall break the RSA into zones at a minimum of every 25 miles and at a maximum of 50 miles. Provide a map showing the different zones for reporting purposes.

3.13 Within 30 days of start of contract performance period, the Contractor shall supply the Borough with a list of their current water sources, including Department of Natural Resources permits, where applicable. The Contractor shall notify the Borough in writing if their water resources are exhausted.

4. RESPONSE TIME

- 4.1** Where specific response times are cited in this Contract, those times prevail, unless an exception is made pursuant to a provision of this Contract. Inclement weather, holidays, weekends, or availability of personnel may not be cited as excuses for delayed performance.
- 4.2** If the Contractor fails to comply with the specific response times that are cited in this Contract, the Borough may bring in another contractor to perform the work. This cost will be deducted from the monthly billing amount. **(See Section 8.7).**
- 4.3** **During snow events, the Road Superintendent must be contacted by email or text when starting, and upon completion of, plowing operations in each zone**

5. MINIMUM PERSONNEL REQUIREMENTS

- 5.1 All services required in the Contract shall be performed by the Contractor or by personnel under their direct supervision.
- 5.2 The Contractor shall ensure that all personnel including but not limited to operators and traffic control personnel shall be fully qualified and competent, and shall be properly trained and authorized under state and local law to perform such services as required.
- 5.3 The Contractor must maintain trained staffing levels sufficient to operate the equipment required by Section 6 of these Special Provisions, "Minimum Equipment Requirements." Inadequate staffing is a deficiency and can result in Letters of Non-compliance. Maintain contingency plans for providing backup operators during critical events when the primary operators are fatigued or unavailable. The contingency plans shall provide for extended round the clock operation during extreme weather conditions.
- 5.4 The Contractor shall not allow primary operators to work when fatigued to the point that safety is compromised. Follow all State, Federal and local laws regarding Commercial Driving Licenses.
- 5.5 The Contractor shall represent the Borough in a favorable manner. Maintain a professional demeanor. The Contractor shall treat members of the public with courtesy and respect.

6. MINIMUM EQUIPMENT REQUIREMENTS

- 6.1 The Contractor shall provide and maintain equipment suitable for this work. All specified equipment shall be in safe working condition and ready for immediate service under all weather conditions.
 - 6.1.1 Winter Equipment
 - 6.1.1.1 During winter provide a minimum of one primary working snow removal unit per each 25 miles of road or part thereof. Each unit shall have an 8' minimum track width, be at least 58,000 pounds gross vehicle weight rating (GVWR), and have a minimum 350 horsepower engine. Pickup/flatbed trucks and belly blades without nose plows will not be considered as a primary snow removal unit.
 - 6.1.1.2 During winter provide a minimum of one working sanding unit per each 25 miles of road or part thereof. Each unit shall have a minimum 8 cubic yard capacity.
 - 6.1.1.3 Required equipment sitting in the yard shall be fueled and ready to operate.
 - 6.1.1.4 Equipment cutting edges and wings must be maintained in a ready to work condition.
 - 6.1.1.5 Whenever icing conditions are anticipated, or forecasted by the National Weather Service, the contractor will provide one (1) grader or plow with chains and serrated cutting edges, per 25 miles of road or part thereof.
 - 6.1.1.6 Equipment for spreading sand, chips, and serrating will be in a condition that it can be on the road working in the Service Area with 30 minutes notice.
 - 6.1.1.7 Block heaters shall be used when appropriate.
 - 6.1.1.8 Failure to have equipment in ready status when needed shall be cause for the Borough to immediately call in another contractor.
 - 6.1.1.9 Slope board is required for pulling ditches and forming shoulders during spring maintenance. A snow wing will be required for every 30 miles of road or part thereof for winter maintenance in all RSA's. **(See figure 7)**
 - 6.1.1.10 Equipment shall be free of excessive grease and oil leaks.
 - 6.1.1.10.1 Be aware of ADEC requirements for reporting of spills. Each piece of equipment must have a spill kit in the unit unless an equally effective alternative plan is approved by the Borough.
 - 6.1.1.10.2 Immediately clean up any and all spills in compliance with ADEC requirements

- 6.1.1.11 At least one rotary highway use snow blower with a minimum 325 hp and eight (8) foot cut and adjustable turret is required in all Road Service Areas.
- 6.1.1.12 A slope board shall be used in conjunction with snow blower operation in drift areas, as directed by the Superintendent. No stacking of snow in drift area will be allowed. Snow blower with slope board will be required in areas where snow storage has been exhausted and where right of way (ROW) allows, at the direction of the Superintendent.
- 6.1.1.13 When equipment breaks down while performing winter maintenance, Contractor shall have the equipment repaired and running or have replacement equipment on site and operating within 1 hour.
- 6.1.2 Summer Equipment
 - 6.1.2.1 During summer provide a minimum of one grader per each 25 miles of gravel roads or part thereof.
 - 6.1.2.2 Each RSA will have one (1) set of carbide bits to be used as directed by the Superintendent
 - 6.1.2.1.1 Carbide bits will be used when grading Oilwell Road in RSA 30
 - 6.1.2.3 A vac sweeper will be required for all guardrails, roundabouts, curbs and gutters.
- 6.2 Obtain and maintain all permits and keep all equipment current with all local, State and Federal laws.
- 6.3 Inspect and maintain equipment to manufacturer's specifications, allowing for ordinary/normal wear, on a routine schedule.
 - 6.3.1 Equipment shall be free of excessive grease and oil leaks.
 - 6.3.1.1 Be aware of ADEC requirements for reporting of spills. Each piece of equipment must have a spill kit in the unit unless an equally effective alternative plan is approved.
 - 6.3.1.2 Immediately cleanup and report any and all spills in compliance with ADEC requirements.
 - 6.3.2 Equipment shall have no broken glass.
 - 6.3.3 Safety devices, reflective requirements, lighting, and signs shall be maintained at all times of operation.
 - 6.3.4 Equipment deemed unsuitable by breakdown history, unsafe, or limited by design will not be allowed to perform under this Contract.
 - 6.3.4.1 The Borough reserves the right to, at any time, submit a list of equipment deficiencies to be corrected.
 - 6.3.4.2 Equipment shall be removed from service until deficiencies are corrected unless otherwise agreed by the Borough.

7. MINIMUM ROAD MAINTENANCE STANDARDS

7.1 General Road Standards:

- 7.1.1 Maintain road surfaces so that a properly equipped and maintained vehicle can drive at the posted speed limit, or 25 MPH if not posted without sustaining damage to the vehicle or be in jeopardy of losing control.
- 7.1.2 Road maintenance under this Contract requires four separate and distinct modes of operation as specified in Sections 7.2 through 7.5.
- 7.1.3 Primary roads shall be given first priority. This is particularly important for snow removal operations. Secondary roads shall receive second priority however; the minimum standards of maintenance required by this Contract shall still apply. In routine maintenance and operation where safety will not be compromised, the Contractor may perform work on primary and secondary roads simultaneously to enhance operational effectiveness.

7.2 Reserved

7.3 Summer Maintenance:

7.3.1 Gravel Roads:

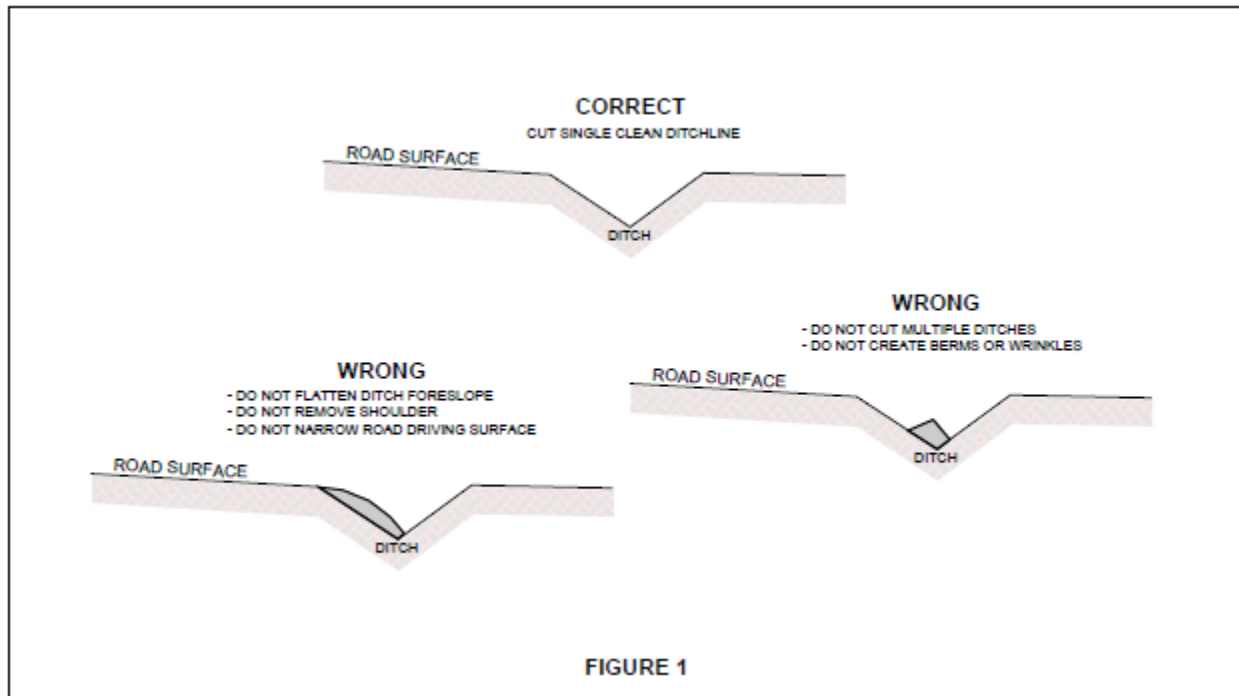
- 7.3.1.1** Perform all grading when roads are at optimum moisture content. If roads become too dry for proper grading, water will be added at the contractor's expense.
- 7.3.1.2** Grade as needed throughout the summer to provide a safe, smooth driving surface. Potholes over 2 inches in depth and one (1) foot in diameter exceeding more than 20 in any 100 feet of road must be corrected within 24 hours. Any individual pothole or combination of potholes that could cause vehicle damage or loss of vehicle control at normal driving speeds must be corrected immediately. Any washboarding in road surface must be corrected immediately.
- 7.3.1.3** Grading shall include pulling ditches as needed, shaping shoulders, maintaining crown (minimum of 3%, maximum 5%), maintaining superelevations (minimum of 2%, maximum 4%) , and grading intersections. Obtain useable grading material for the road surface from the bottom of the ditches. Where ditches do not exist or ditch material is unusable, road surface grading shall be limited to the shoulder-to-shoulder width. Shape the shoulders to provide a smooth transition from the driving surface to the edge of the shoulders. Do not leave berms or wrinkles in the foreslopes and avoid filling ditches with material. After pulling the ditches, the roadway shall be cut and processed, then re-laid to produce an even surface. Where road surface and subgrade materials allow, potholes shall be cut out, not filled. Where road material does not allow cutting out without incurring further damage to the road structure, potholes may be filled. Roads that have been graded and the potholes not cut out shall be re-graded.
- 7.3.1.4** Each day's work shall be complete. Leave no berms across driveways or intersections. Leave no rock or debris over 2 inches on the traveled surface. Where the road surface consists of cobbles in excess of 2-inches, extra passes may be needed to bring fines from the ditches and/or to segregate the larger material. Where suitable material is available, the road finished surface shall be left with a blended size gradation of materials that will compact.
- 7.3.1.5** In absence of specifications herein to the contrary, the following shall be used as standard maintenance practice guidelines for gravel roads.
 - 7.3.1.5.1** Four-way intersections shall be crowned on the road with the highest volume of traffic.
 - 7.3.1.5.2** At no time is the 3 percent crown to be maintained by cutting down the shoulders. Crown of the roadway shall be maintained by adding material to the total driving surface by pulling from shoulders and ditches. Superelevation shall be maintained.
 - 7.3.1.5.3** The drainage point between two grades shall be crowned with no windrows or berms on either side to retain water.
 - 7.3.1.5.4** Roads that become too wide shall be narrowed by pulling shoulders and ditches. Lay the material on the driving surface of the roadway.
 - 7.3.1.5.5** Secondary road shoulders and ditches shall be pulled toward primary intersection roads.
 - 7.3.1.5.6** All shoulders and ditches of a 4-way intersection of equal class gravel roads shall be pulled toward the intersection.

7.3.2 Paved Roads:

- 7.3.2.1** Springtime maintenance of paved roads and pathways as described below shall be completed by May 31st, or 10 days after weight restrictions have been lifted, whichever is sooner.

- 7.3.2.2 Maintain shoulders by pulling useable material from the ditches onto the foreslope and shoulder of the road, and shaping the shoulder to provide a smooth transition from the edge of pavement to the edge of the shoulder. Continue maintenance on an as-needed basis to keep the roads up to standard.
 - 7.3.2.3 Sweeping of all paved surfaces, including pathways, intersections and shoulders, shall be performed in conjunction with maintaining the shoulders. All roundabouts, guardrails, curbs and gutter will be swept with a vac sweeper. Paved approaches onto gravel roads shall be swept at a minimum of once every thirty (30) days June 1st through September 30th. Sweeping will be performed on all paved roads on an "as needed" basis. When sweeping in dry or dusty conditions, water will be required for dust control so that the sweeping does not cause any visible dust in the air during sweeping activity.
 - 7.3.2.4 Any damage to the asphalt caused by the Contractor shall be repaired by the Contractor at Contractor expense.
 - 7.3.2.5 All other pavement maintenance including crack sealing, striping, pothole repair, and replacement of deteriorated asphalt is the responsibility of the Borough.
- 7.3.3 Vegetation Control: Vegetation control shall consist of cutting all vegetation with a trunk or stem diameter less than three inches as stipulated herein.
- 7.3.3.1 Mechanically cut vegetation along 100% of rights-of-way of the service area road mileage between May 1st and September 15th each year. 50% of the service area mileage will be cut by June 30th. The remaining 50% of the service area road mileage will be cut between July 1st and September 15th.
 - 7.2.3.1.1. RSA 30 only – Cut 100% every other year beginning with the first year of the contract
 - 7.3.3.2 Both sides of a street shall be cut during the same cycle.
 - 7.3.3.3 Cut all vegetation a distance of 8 feet from the outside edge of the shoulder of the road. Within 100 feet of intersections, cut all vegetation a distance of 12 feet from the outside edge of the shoulder of the road. Extend cutting 12 feet vertically as measured from driving surface, including overhanging branches. Where the right-of-way is not wide enough to cut to these specs, cut to edge of right-of-way.
 - 7.3.3.4 Cut vegetation to 12" maximum height. Remove cuttings from the road surface, private property and ditches. Place all cuttings in the right-of-way on the backslope parallel to the road.
 - 7.3.3.5 Front and rear caution signs shall be posted on the brushcutter, i.e., "Keep Back 50 Feet" and "Caution: Flying Brush".
 - 7.3.3.6 A rear pilot vehicle is required. Post "Caution Machinery Ahead" and "Caution Flying Brush" signs on the tailgate during mechanical operations.
 - 7.3.3.7 "Caution Machinery Ahead" road signs are to be placed at primary accesses or entrances to the work areas and/or subdivisions.
 - 7.3.3.8 Any damage to Borough property, public utilities, or private property must be repaired to its original condition within 20 working days of the damage. Any damage not repaired within 20 working days will be repaired by the Borough and deducted from the Contractor's next billing. It is the Contractor's responsibility to call for locates.
- 7.3.4 Drainage:
- 7.3.4.1 Good drainage shall be maintained at all times. Ensure that adequate drainage exists to keep water from standing on the road, crossing over the road, or saturating the road prism. Maintain ditches so that they are free of debris or vegetation that would restrict drainage.

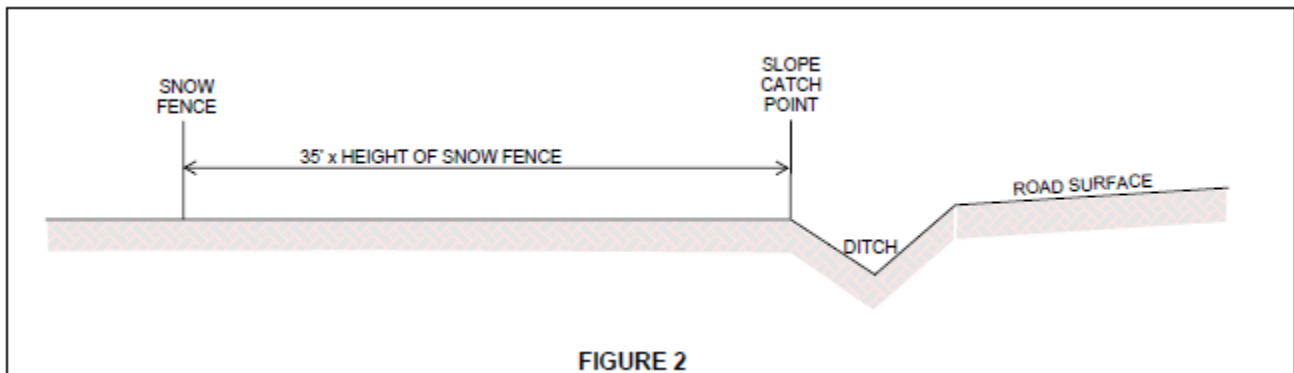
- 7.3.4.2** Ditches shall be pulled a minimum of once each spring and then on an as-needed basis as required to maintain drainage. Roads shall not be narrowed in the process.
- 7.3.4.3** Maintenance of ditches shall include the re-shaping of the invert and pulling of the usable materials from the ditches onto the foreslopes and shoulders of the road. The road surface shall not be bladed into the ditches. The shoulders shall not be cut in such a way that the road is narrowed. The ditches shall be properly sloped so that no standing water remains in the ditches and all water flows away from the roadbed. **(See Figure 1).**



- 7.3.4.4** Each spring locate and inspect all culverts including private driveway culverts. Promptly notify the Road Superintendent of blocked driveway culverts. Mark all cross culverts. Clean all cross culverts and correct all other conditions that would impede free drainage. Replace or repair all culverts with grader or plow damage. Repairs shall be completed by June 30th. Contractor shall bear all cost of cleaning, repairs, and replacement.
- 7.3.4.5** The borough will provide the markers for cross culvert identification and are available for pick up at the O & M yard. Install the markers in a uniform manner.
- 7.3.4.6** Pre-existing conditions and conditions outside of the scope of this Contract will be resolved separately by the Borough.
- 7.3.4.7** Thawing frozen culverts will be the responsibility of the Borough.

7.4 Freeze-Up

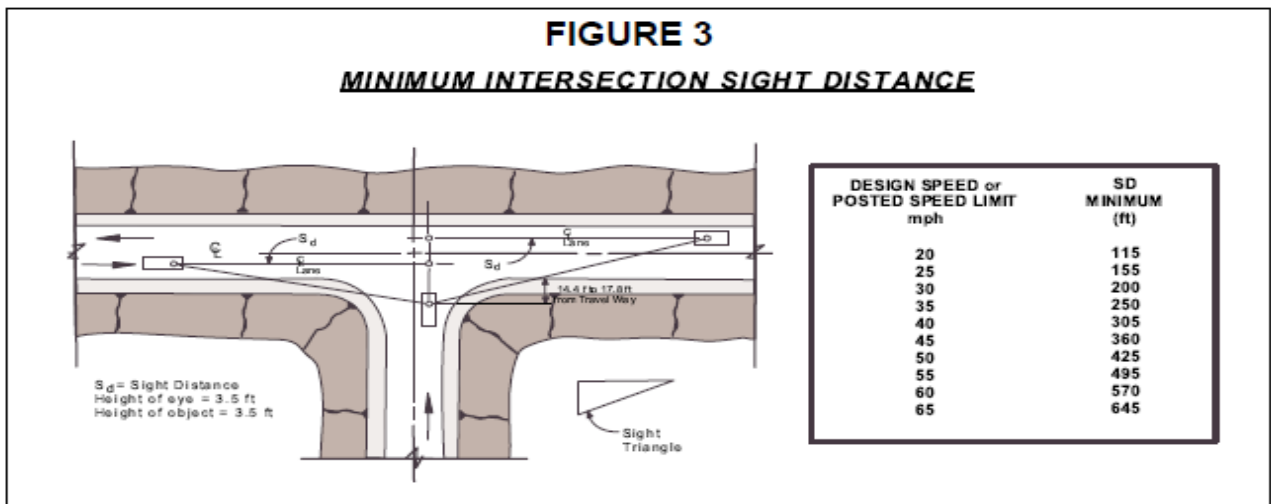
- 7.4.1** Freeze-up is the time of the year just before the roads become frozen for the season when maintenance activities must transition from summer to winter maintenance. During freeze-up, grade all gravel roads to produce smooth driving surfaces free of berms or rocks that could hamper snow removal. If sufficient moisture is not present, water will be added to the roads at the Contractor's expense to achieve the proper blading.
- 7.4.2** The Borough will provide snow fence and posts. It is recommended that the Contractor install the snow fence as required to minimize potential drifting. It is the responsibility of the Contractor to obtain permission of private property owners when these fences are located on private property. **(See Figure 2).**
- 7.4.2.1** Remove all snow fencing by May 15.



7.5 Winter Maintenance

7.5.1 General Requirements:

- 7.5.1.1** Remove snow. Respond with the minimum equipment requirements as defined in Section 6. Maintain full winter road width. Maintain road definition. Maintain minimum sight distance at intersections. At any intersection where two speeds are different, the higher speed shall prevail **(See Figure 3)**.



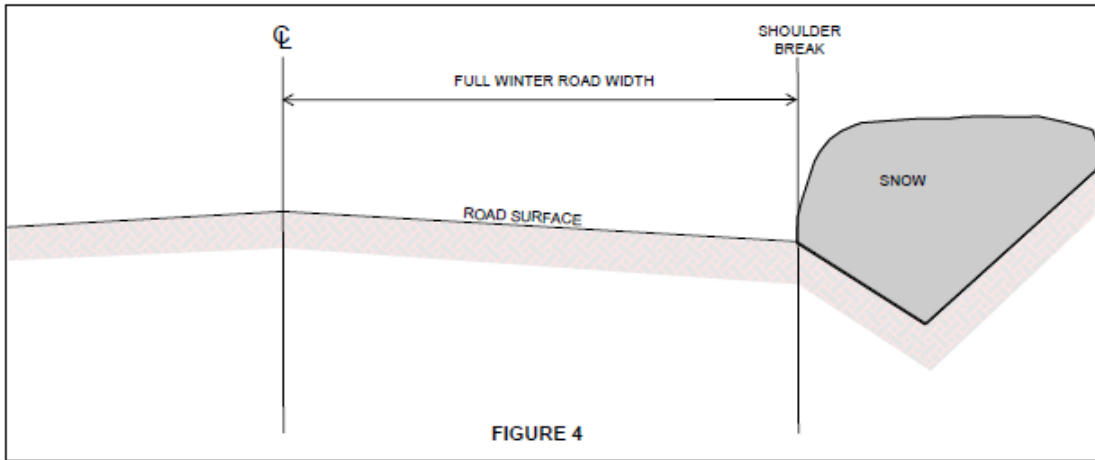
- 7.5.1.2** Gravel Roads: Begin plowing as soon as snow accumulation on the road surface reaches 4-inches. An example of a four (4) inch snowfall is a two (2) inch snowfall followed by a two (2) inch snowfall, or four (4) inch accumulation on the edge of road caused by traffic. Open all primary roads to full width within 12-hours, including all intersections. Open all secondary roads to full width within 24-hours, including all intersections and cul-de-sacs. **(See Figure 4)**.

If snow continues to fall after plowing commences, continue plowing to reduce accumulations over four inches. In any event, do not allow more than 4-inches of new snow to accumulate for more than 12-hours on any primary road or more than 24-hours on any secondary road and cul-de-sacs.

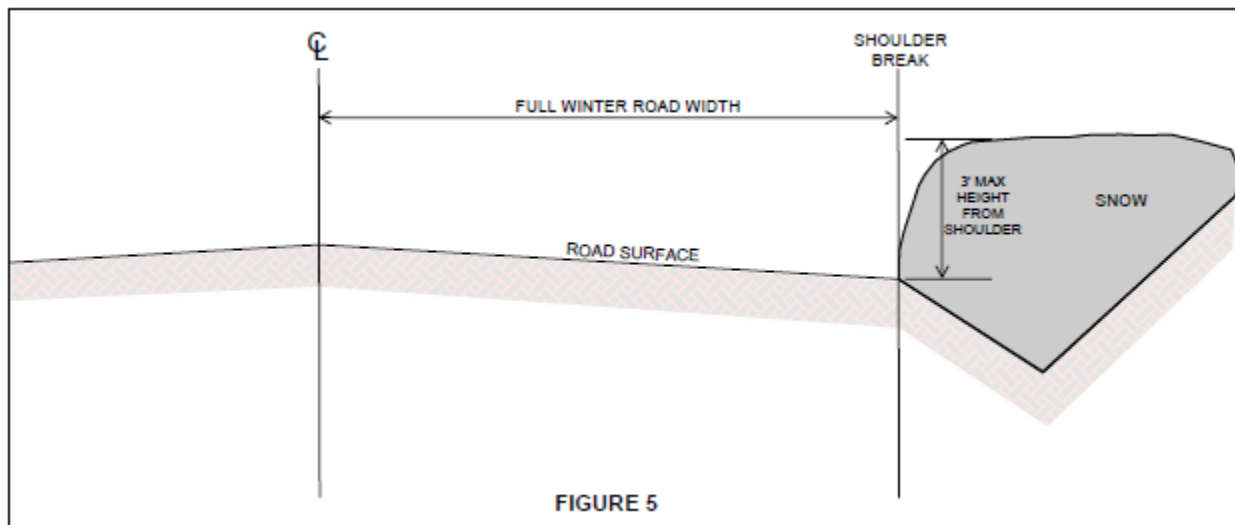
- 7.5.1.3** Paved Roads: Begin plowing as soon as snow accumulation on the road surface reaches 4-inches. An example of a four (4) inch snowfall is a two (2) inch snowfall followed by a two (2) inch snow fall, or four (4) inch accumulation on the road edge caused by traffic.

Open all primary roads to full width traffic within 12-hours, including all intersections. Open all secondary roads to full width traffic within 24-hours, including all intersections. (See Figure 4).

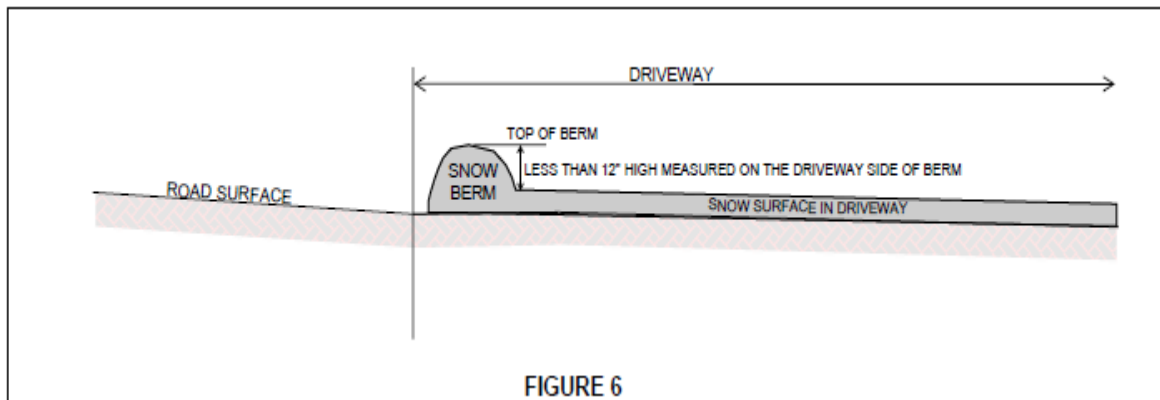
If snow continues to fall after plowing commences, continue plowing to reduce accumulations over four inches. In any event, do not allow more than 4-inches of new snow to accumulate for more than 12-hours on any primary road or more than 24-hours on any secondary road.



- 7.5.1.4 All cul-de-sacs, intersections and mailbox pullouts, will be completely plowed at the same time as the connecting roads. Pathways will be plowed within 72 hours of 4" accumulation.
- 7.5.1.5 Snow pushed into the roadways from private property, snow machines, ATV's and other off-road vehicles can sometimes create conditions that interfere with two way traffic. Some areas have narrow driving surfaces due to cut sections, trees or obstructions. Notify the RSA Superintendent when such conditions are observed. In all cases, provide access for two way traffic.
- 7.5.1.6 Wing back snow at the shoulders when berm reaches 3 feet, or at RSA Superintendents request. (See Figure 5). When winging, leave a vertical step of not less than 9 – 12-inches as a shoulder guide. (See Section 1.10, "Road Definition.") Wing cut shall be flat if back slopes will allow. Winging shall be completed in five (5) consecutive days.



- 7.5.1.7** Minimize all berms that would block private driveways when plowing snow. All berms measured on the homeowner's side of the driveway shall be less than twelve (12) inches high on any portion of the full width of the driveway. Berms that exceed this requirement shall be corrected within four (4) hours. **(See Figure 6)**



- 7.5.1.8** Remove snow from mailbox pullouts to within 12 inches in front of all mailboxes, with a berm no more than 12 inches high. Gravel pullouts will have no more than 2 inches of pack. Paved pullouts will have no more than 1 inch of pack. It is the homeowner's responsibility to remove additional snow.

7.5.1.8.1 Contractor is not responsible for clearing snow in front of any newspaper box.

7.5.1.8.2 Contractor is not responsible for driving into or across a ditch or private driveway to clear any mailbox.

7.5.1.9 Do not plow snow beyond driveable surfaces.

7.5.1.10 A slope board shall be used in conjunction with snow blower operation in drift areas, as directed by the Superintendent. No stacking of snow in drift area will be allowed. Snow blower with slope board will be required in areas where snow storage has been exhausted and where right of way (ROW) allows, at the direction of the Superintendent.

7.5.1.11 Do not stack snow in drift areas

7.5.1.12 Do not deposit any snow from snow blowing operation into driveways.

7.5.1.13 In extreme storms, response times may be adjusted by the RSA Superintendent.

7.5.1.14 RSA 29 ONLY – Plow the following public parking lots and trailheads within Road Service Area 29 at 12 inches of snowfall with the exception of the Alaska Railroad Parking lots which shall be plowed at 4 inches of snowfall.

- Mastadon Parking Lot #1 – 1 Acre
- Mastadon Parking Lot #2 – 1 Acre
- Yoder Road Parking Lot at Luthman Road – ½ Acre
- Yoder Road Parking Lot at end of Road – ¼ Acre
- Beaver Ski Trailhead Parking – ¼ Acre
- Alaska Railroad Short Term Parking – ½ Acre
- Alaska Railroad Long Term Parking – 1/8 Acre

Remove snow from Talkeetna Main Street and the two alleys to the west and east of Main Street. Snow will be moved to the approved storage area at the end of B Street.

7.5.1.15 RSA 9 ONLY - Provide maintenance as outlined in section 7.4 for these areas

- Seward Meridian Park & Ride Facility
- Trunk Road Park & Ride Facility - entrance and bus stop facility only

- 7.5.1.16** RSA 30 ONLY - Provide maintenance as outlined in section 7.4 for the parking lots and trailheads listed below. Plow so that trailhead access is not blocked.
- Moose
 - Cottonwood
 - Funky
 - Amber
 - Three Sisters
 - Parking Lot at mile post 118 plow at 1 foot accumulation intervals
 - Parking Lot at mile post 121 plow at 1 foot accumulation intervals

7.5.2 Gravel Roads:

- 7.5.2.1** Total snow pack on all gravel roads may not exceed two (2) inches.

7.5.3 Paved Roads and approaches:

- 7.5.3.1** Total snow pack on paved roads may not exceed one (1) inch.

- 7.5.3.2** Maintain a snow pack not to exceed 2 inches on recycled asphalt material (RAM) and chipseal roads.

7.5.4 Drifting:

- 7.5.4.1** Maintain the road surface to its full width. Remove snow in a downwind direction.

- 7.5.4.2** Specialized equipment may be required. **(See section 6.1.1.12)**

- 7.5.4.3** Repair and maintain snow fencing as necessary. **(See also 7.3.2)**

7.5.5 Icing Conditions:

- 7.5.5.1** Implement preventative measures before icing occurs to maintain road surfaces in compliance with this section. **(See section 6.1.1.5).**

- 7.5.5.2** Be alert, observant of road conditions, observant of weather, and react immediately without call-out to any and all icing conditions.

- 7.5.5.3** When icing conditions are reported by the RSA Superintendent consider the report to be an order to respond immediately.

- 7.5.5.4** Eliminate any troughing and shoulder ice in excess of one (1) inches in depth.

- 7.5.5.5** Maintain braking traction on all roads at all times at the direction of the Superintendent. Serration shall be the primary means of providing traction whenever it is feasible. Serration shall be to a minimum depth of ¼ inch.

- 7.5.5.6** Where serration fails to provide traction, sand or chips shall be spread on dangerous hills, curves, intersections and roadways. Serration will occur in conjunction with spreading sand and chips in all cases except when there is less than one inch of pack present on a road or in extreme rain-on-ice events as allowed by the Road Superintendent. RSA 15 chip application will be per the Superintendent direction.

- 7.5.5.6.1** Sand and chips for Road Service Areas 9, 14, 16, 19, 23, 25, 26, and 31 will be furnished by the Borough at the Central Landfill. The contractor shall furnish equipment for loading trucks. Contractor may relocate sand and/or chips to a secure location, approved by the Borough, more convenient to their Road Service Area at their own expense.

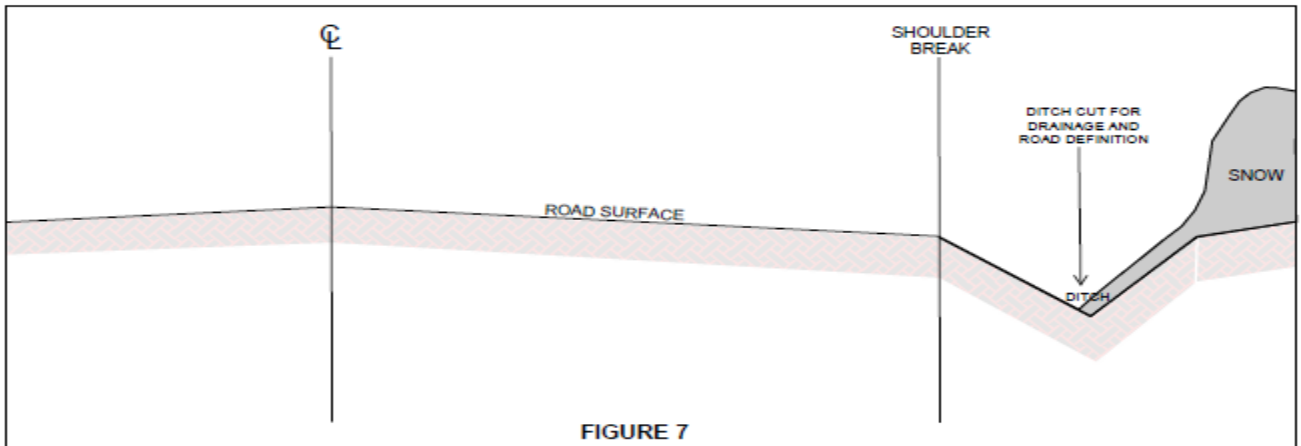
- 7.5.5.6.2** Sand and chips for Road Service Areas 15, 17, 20, 21 27 and 28 will be furnished by the Borough at a site approved by the Borough. Sand and chips will be stacked at contractor's expense.

- 7.5.5.6.3** Sanding is **not** a part of Road Service Area 15, 29 and 30 contracts.

- 7.5.5.7** Borough sand and chips may be used only on Borough maintained roads.

7.6 Break-Up:

- 7.6.1** Break-up is the time of the year when conditions allow maintenance activities to transition from winter to summer maintenance. During break-up, the road shall change from being defined by a snow step at the shoulder to being defined by cut ditches. **(See Figure 7.)** Gravel roads may be on a different schedule than chipseal, RAM or paved surfaces. Coordinate this work closely with the RSA Superintendent and prior to any down winging operations.



- 7.6.2** Take action before the snow melts, not during or after melting. Prevent water or slush from forming or accumulating or standing on the road or on the shoulders. Remove snow pack and ice from road surfaces before it turns to slush. Wing snow back and down beyond shoulders. Ensure that ditches drain freely. Do not allow ice dams to build along the shoulders.
- 7.6.3** Once this mode of operation commences, it shall be completed in consecutive work days, through any subsequent spring snowstorms. It is not uncommon to have to cut, wing, and ditch the same roads more than one time.

7.7 Miscellaneous Maintenance:

- 7.7.1** Damage caused by the Contractor to bridges, signs, culverts, mailboxes, driveways, vehicles, private property, utilities and other items shall be the financial responsibility of the Contractor. Payment for damaged Borough property will be withheld from the Contractor's monthly payment.
- 7.7.2** Notify RSA Superintendent when damage listed in 7.6.1 is observed or when a sign is missing or damaged.

7.8 Level One Winter Maintenance Requirements

- 7.8.1** Bare pavement is the required goal for roads with Level 1 maintenance. Acceptable driving conditions; snow and ice has been removed from the driving lanes and loose snow has been removed from the shoulders and centerline of the road.
- 7.8.2** Plowing will commence before 2" accumulation and will continue until bare pavement is achieved.
- 7.8.3** Roads must be plowed from the center out to the edge of the pavement shoulder. At no time will there be any berm left in driving lanes.
- 7.8.4** Roads will be sanded immediately after plowing.
- 7.8.5** Pre-sanding will be required prior to an anticipated icing or snow event. **(See section 6.1.1.5)**

8. PAYMENT

- 8.1** The Borough shall pay the Contractor in accordance with the rates shown on the Bid Form, and the percentages in this section, for services performed under this Contract.

- 8.2 Payment will be made 30 days after approval of the pay request. If the pay request is incorrect or incomplete, additional or corrected information will be requested from the Contractor. The 30-day time clock will not start until all information is submitted to the satisfaction of the Borough.
- 8.3 The monthly payment will be a percent of the total bid price according to the following table for each month of completed and approved work.

8.4 PAYMENT PERCENTAGE TABLE

MONTH	PERCENT	MONTH	PERCENT	MONTH	PERCENT
JANUARY	8.33	MAY	8.33	SEPTEMBER	8.33
FEBRUARY	8.33	JUNE	8.33	OCTOBER	8.33
MARCH	8.33	JULY	8.33	NOVEMBER	8.33
APRIL	8.33	AUGUST	8.33	DECEMBER	8.37

Submit billings on sheets provided by the Borough immediately after the end of each month. Obtain the signature of an RSA Supervisor prior to submitting the sheets. Include work reports as designated in 8.5.2.

- 8.4.1 Percentages may be adjusted by the Borough upon request between months to reflect a more accurate relationship to actual costs. The total price of the Contract shall not be changed due to the percentage adjustment. If the Contractor's request would reduce the percentage in any given month to an amount lower than the basic minimum needed for the proper maintenance of the roads for that respective month, the request will be denied.
- 8.4.2 Adjustments of these percentages must be requested by the Contractor and approved by the RSA Superintendent. No more than two percentage adjustments per Contract year will be considered.

8.5 REQUIRED MONTHLY SUBMITALS

- 8.5.1 All reports are to be submitted via e-mail and in hard copy with the monthly invoice.
 - 8.5.2 Submit monthly work reports on a Borough approved Excel spreadsheet form. The monthly work report shall reference the invoice number, type of work performed, subdivision (if applicable), street name, dates work was performed, operator and equipment performing the work, hours spent on each task and labor and equipment summary hours for each month.
 - 8.5.3 The Contractor shall provide a Complaint Resolution Document. This document shall list by complaint number and road name, all complaints received by the Contractor during the month. Included shall be the Contractor's action that resolved the complaint, the date and time the complaint was received, the date and time of the initial response and the date and time that the complaint was resolved. This document shall be a Borough accepted Excel spreadsheet.
 - 8.5.4 The Contractor shall provide a copy of the brush cutting log indicating which roads were brushed during the previous month.
 - 8.5.5 Report the amount of sand and chips used each month. The report is to include the date, time, amount loaded onto the sand truck, and the road names where the sand and chips were spread.
 - 8.5.6 Failure to submit the above listed reports both electronically and in hard copy with the monthly invoice will be considered a breach of contract, and will be cause for the Borough to withhold payment until said reports are received and approved by the Borough.
- 8.6 Where this Contract or any action by the RSA Superintendent within the Contract specifies time deadlines and the Contractor fails to meet those deadlines, the Borough may withhold an amount estimated for the work from the Contractor's billing until the work is complete. Any uncorrected deficiencies at the end of the Contract period may result in holding or adjustment of final payment.

- 8.7** If another party is called in to perform work that the Contractor is obliged to perform under this Contract, but that the Contractor has failed to adequately perform, the cost of that other party's services may be deducted from the Contractor's next billing or any subsequent billing, at the Borough's discretion.

9. DEFICIENCIES, NON-COMPLIANCE, AND TERMINATION FOR CAUSE

- 9.1** All complaints relating to contractor performance registered on the Complaint Log must be addressed and corrected within four hours of receipt, and failure to meet the four-hour deadline may be considered a Contract Deficiency at the discretion of the RSA Superintendent. Every complaint relating to Contractor performance registered on the Complaint Log by the RSA Superintendent or a supervisor of the RSA Superintendent shall be considered a Contract Deficiency. In addition, if the type and frequency of public complaints demonstrate a lack of performance by the Contractor, this may be considered a Contract Deficiency, which will be communicated to the Contractor in writing. Contractor's repeated failure to meet the four-hour deadline under this Section may result in the issuance of a Letter of Non-Compliance.
- 9.2** Deviations from any minimum standard or requirement of this Contract by the Contractor will constitute Contract Deficiency. When the RSA Superintendent observes a deficiency, he will notify the Contractor in writing. Contractor shall correct each deficiency within the shortest deadline dictated by the Contract for the type of work involved. If the Contract does not specify a shorter deadline for the type of work involved, the deficiency must be corrected within no longer than 48 hours, unless the RSA Superintendent directs otherwise. The Borough may provide written notices regarding deficiencies and deadlines by e-mail, letter, by registering them in the Complaint Log, or by any other form of writing delivered in a timely fashion to the Contractor. During emergencies or critical events, notice of deficiency may be made verbally, and the Borough will then follow up within 48 hours with a written notice.
- 9.3** When deficiencies are repeated or serious or are not corrected within the specified times for correction (see Sections 9.1 and 9.2 of these Special Provisions), a Letter of Non-Compliance will be generated and provided to the Contractor. If applicable, a timeline for correcting the deficiencies listed in the letter of non-compliance will be specified. In the event the Contractor does not correct the deficiencies listed in the Non-Compliance Letter within the time allowed, in addition to other remedies the Borough may resort to under this Contract, another contractor may be called in to correct the deficient work. The Contractor's monthly payments may be reduced to pay for the full cost to the Borough for any extra work ordered under this Section.
- 9.4** Letters of Non-Compliance, whether issued or not issued, do not alter the Borough's right to terminate the Contract under Section 10 of the Maintenance Agreement.
- 9.5** If the Contractor receives three Letters of Non-Compliance within a 12-month period, whether in the same or in different renewal periods, the Borough shall consider Termination of the Agreement for Cause. If the Borough opts to not terminate the Contract, the Contractor shall be placed in pre-termination status, a meeting will be held, and a specific plan of action will be delineated with which the Contractor must strictly comply. Failure to comply with the pre-termination plan of action will result in termination for cause.
- 9.6** A contractor that receives three letters of Non-Compliance in a 12-month period may be suspended or debarred from bidding on any future road maintenance contracts in accordance with MSB 3.08.235. A contractor's overall performance in one or more road service areas, including the issuance of any Letters of Deficiency and/or Non-Compliance, may be considered a factor affecting the determination of a Contractor's responsibility when bidding on any future road maintenance contracts. All decisions regarding suspension, debarment, and responsibility in bidding are determined on a case by case basis by the Purchasing Officer pursuant to MSB 3.08.

10. TERM OF THE CONTRACT

This Contract will be awarded for a period of five years, subject to annual appropriations by the Borough Assembly.

11. ANNUAL ADJUSTMENT FOR COST OF LIVING

The Bid price of the Contract will be annually (except in the first year) adjusted to account for inflation or deflation. The Bid price will be adjusted July 1st each fiscal year by the percentage change in inflation or deflation of the previous year based upon a blended rate to include the U.S. Department of Labor statistics for Anchorage, Alaska and a quarterly sampling of fuel prices over a one year period. This blended rate shall be based on 85% Anchorage CPI and 15% fuel price adjustment. This adjustment will be made by November 1 of each year commencing in the second year of the contract. Payment or deduction shall be made after execution of the change order to include any times covered by the increase or reduction previous to the date of the change order. Future payments must be included in monthly billings.

SECTION II

SAMPLE FORMS

ROAD MAINTENANCE CONTRACT MONTHLY BILLING CHECK SHEET

ROAD SERVICE AREA: _____

CONTRACTOR: _____

DATE: _____

- | | |
|-----------------------------|--------------------------|
| Monthly Invoice | <input type="checkbox"/> |
| Monthly Work Sheet | <input type="checkbox"/> |
| Sand & Chip Report | <input type="checkbox"/> |
| Brush Cutting Log | <input type="checkbox"/> |
| Complaint Resolution Report | <input type="checkbox"/> |

*Per Section 8.5.4.1 Failure to submit the Monthly Work Report, Sand and Chip Report, Brush Cutting Report and Complaint Resolution Document **both electronically and in hard copy** with the monthly invoice will be considered a breach of contract, and will be cause to withhold payment of the monthly invoice until said reporting is received and approved by the Borough.*

**THIS FORM IS TO BE COMPLETED AND ACCOMPANY ALL MONTHLY
BILLINGS**

MATANUSKA-SUSITNA BOROUGH
PUBLIC WORKS DEPARTMENT
ROAD MAINTENANCE DIVISION

RSA CONTRACT
INVOICE SUMMARY SHEET

VENDOR: _____

RSA #: _____

MONTH WORK COMPLETED: _____

TOTAL REQUESTED THIS INVOICE: _____

I hereby certify that this is a true and accurate statement of work completed and has not been previously invoiced.

Signed: _____ Date: _____

Reviewed by RSA Supervisor: _____

Date Reviewed: _____

Comments: _____

