



ADDENDUM NO. 2

This addendum consists of 1 page

TO: All Bid Packet Holders

FROM: City of Kenai IT Manager

DATE: September 20, 2021

SUBJECT: Request for Proposals - 2021 CITY OF KENAI SOFTWARE ANALYSIS

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

Note: Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

02-01 Plan Holder Question

"We were also wondering if you could provide a copy of the sample professional services agreement?"

Response: Please see attached sample professional services agreement.

Attachments:

Sample Professional Services Agreement
Current Plan Holders List

End of Addendum 2

CITY OF KENAI

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL DESIGN SERVICES

MADE AS OF THE _____ DAY OF _____ 201____.

BETWEEN the OWNER: CITY OF KENAI
210 Fidalgo Avenue
Kenai, Alaska 99611

AND the CONSULTANT:

FOR the PROJECT:

The Owner and Consultant agree as set forth below.

ARTICLE 1

THE WORK

The Consultant shall perform all the work described in the Request for Proposals as Attachment "A" hereto, and in the Consultant's Proposal, as Attachment "B" hereto, consisting of:

1. Basic Services, as described in the General Conditions, including Schematic Phase Services, Design Development and Construction Document Phase Services, Bidding Phase Services, and Construction Phase Services.
2. Additional Services, if authorized, as described in ARTICLE 2 of the General Conditions.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The Consultant's performance of services required by this Agreement shall commence with a Notice to Proceed and shall be completed in accordance with the following schedule:

- | | |
|--|--|
| 1. Schematic Design Phase Services | Within _____ days of Notice to Proceed |
| 2. Design Development and Construction Document Phase Services | Within _____ days of Notice to Proceed |
| 3. Construction Phase Services | Within _____ days of Notice to Proceed |

ARTICLE 3

COMPENSATION

The Owner shall compensate the Consultant in accordance with the General Conditions of this Agreement as follows:

1. FOR THE CONSULTANT'S BASIC SERVICES, as described in ARTICLE 1 of the General Conditions, Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total amount not to exceed the sum of \$_____.
2. FOR THE CONSULTANT'S ADDITIONAL SERVICES, as described in ARTICLE 2 of the General Conditions, Compensation will be paid for Principal's, employees', and subconsultant's time at the fixed gross hourly billing rates set forth in the Fee Schedule as Attachment "B" hereto, and as per ARTICLE 6 of the General Conditions. Payment of additional services is not included in the "shall not exceed" provisions contained in the contract documents.
3. FOR THE CONSULTANT'S REIMBURSABLE EXPENSES, as described in Article 7 of the General Conditions, Compensation will be paid in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total Amount not to exceed \$_____.
4. THE CONSULTANT'S EXTENDED BASIC SERVICES BEYOND THE CONSTRUCTION PHASE, if authorized, shall commence with a written Notice to Proceed with the performance of those services. These services will be paid as additional services. This payment is not included in the "shall not exceed" provisions contained in the contract documents.
5. The total payment under these contract documents, including payment for basic services and reimbursable expenses shall not exceed \$_____. Any payment beyond this amount including payment for additional services, extended basic services and related expenses may be made only pursuant to a fully executed change order or contract modification specifically stating the amount of payment agreed upon. In the event this paragraph conflicts with or is inconsistent with any other provision in the contract documents, this provision shall control.

Based upon applications for payment submitted by Consultant, Owner shall provide for Progress Payments to Consultant on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled payday, Consultant shall be paid for the value of the work performed during the period preceding application. Each application for payment shall be on an approved Application for Payment form. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Consultant shall submit as-built drawings or other documents as required by the contract documents.

ARTICLE 4

ENUMERATION OF CONTRACT DOCUMENTS

The documents which are specifically incorporated into this agreement by reference and form the contract documents are:

- A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
- B. This Agreement
- C. Addenda No(s)_____
- D. The Contractor's Proposal, including Cost Proposal and Fee Schedule
- E. Supplemental General Conditions (if any)
- F. The General Conditions of the Contract
- G. The Request for Proposals

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement, except where the provisions of this agreement provide such attachments will be or are a part of the agreement.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the work and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

ARTICLE 5

All legal notices relating to this contract, including change of address, shall be mailed to the Owner and the Consultant at the following addresses:

OWNER

City of Kenai
Insert department director
Insert address
Kenai, Alaska 99611

CONSULTANT

ARTICLE 6

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Consultant, and supersedes all prior, inconsistent negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names by their duly authorized representatives as of the date and year above written.

ARTICLE 7

ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City of Kenai and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City shall control.

ARTICLE 8

NO THIRD-PARTY BENEFICIARY

This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

ARTICLE 9

JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

OWNER and CONSULTANT each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER:
CITY OF KENAI

By: _____

Name: _____

Title: _____

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on

this ____ day of _____, 201__

Rick R. Koch, City Manager,

City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Approved by Legal: _____
Approved by Finance: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on

this ____ day of _____, 201__

_____,

(title) _____

of _____ being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said corporation.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Planholders List
Project: 2021 CITY OF KENAI SOFTWARE ANALYSIS
Date: September 20, 2021

| Name | Company | Email | Phone |
|------------------|-------------------------------|--|--------------|
| Natalie Martin | Resource Data | salesandmarketing@resourcedata.com | 503 704-0773 |
| Christine Panian | SoftResources LLC | cpanian@softresources.com | 425-216-4030 |
| Nisha Luthra | Estrada Consulting, Inc (ECI) | bids@estradaconsultinginc.com | 916 238-6020 |