

### Invitation to Bid

Project: FY 2023 Kenai Municipal Airport (KMA) Sand Screening

Release: July 19, 2022

Pre Bid Zoom Meeting: July 26, 2022 at 2:00pm see city website for login details

Last day for Questions: July 29, 2022 by 2:00pm

Bids Due Date: August 9, 2022, no later than 2:00pm

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

## Blank Page

### **Table of Contents**

- 1) Advertisement
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Tax Compliance Form
- 5) Non Collusion Affidavit
- 6) Sample Agreement
- 7) Contractor's Release Affidavit
- 8) Business Contractor's License
- 9) Sample Insurance Certificate

## Blank Page



### **Advertisement for Bid**

Project Name: FY 2023 Kenai Municipal Airport (KMA) Sand Screening

Pre Bid Zoom Meeting: July 26, 2021 at 2:00pm details to follow

Last Day for Questions: No later than 2:00pm July 29, 2022

Bid Due Date and Time: No later than 2:00pm August 9, 2022 at City Hall

Scope of Work: The City of Kenai / Kenai Municipal Airport (KMA) seeks assistance with screening of Airport owned sand to standard roadway sanding requirements. Sand will be used for traction control on Airport runway, taxiways, aprons, and parking areas, etc. Contractor shall mobilize to the site and screen from Owner's supplied stockpile, 6000 CY of finished sand. Access to site is available to contractor anytime between Aug 18, 2022 and October 15, 2022.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to <a href="mailto:publicworks@kenai.city">publicworks@kenai.city</a>.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above. Bid documents can be obtained on City of Kenai website at <a href="https://www.kenai.city">www.kenai.city</a> or at City Hall for a non-refundable fee of \$30.00 including sales tax for each set of documents.

This contract maybe be subject to the provisions of the State of Alaska Title 36 Wage and Hour Administration Pamphlet Statutes and Regulations and may require 100% performance and payment bonds.

Publish: <u>Anchorage Daily News</u> – July 19, 2022

Peninsula Clarion – July 19, 2022 or earliest available date

### Blank



### INSTRUCTION TO BIDDERS

General: These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact Public Works by phone (907) 283-8236 or by email at Scurtin@kenai.city.

Project Name: FY 2023 Kenai Municipal Airport (KMA) Sand Screening

**Last Day for Questions:** By 2:00pm July 29, 2022 **Bid Due Date:** No later than 2:00pm Aug 9, 2022

**Objective:** Stock pile of winter sand for airfield operations.

Scope of Work: Subject to the terms and conditions of the Agreement, the Bidder shall provide:

Contractor shall mobilize to the site and screen from Owner's supplied stockpile, 6000 CY of finished sand that meets the following requirements and no washing of the material required. Access to site is available to contractor anytime between August 18, 2022 and October 15, 2022. The screening plant must be a Powerscreen Mark 2 or Warrior 600 or equivalent.

#### SAND GRADATION SPECIFICATIONS

Sieve Designation	% Passing by Weight
3/8"	98-100
#8	0-70
#200	0-5

<u>Licensing:</u> Section 43.70.020 of the Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain a license. All suppliers/contractors are required to furnish, a current, valid Alaska Business License Number and, if applicable, a current, valid Contractor's License Number, Specialty Contractor License Number, etc. prior to entering into a contract.

<u>Tax Compliance</u>: No contract that requires competitive bidding pursuant to a City Ordinance may be awarded to an individual or business that is in violation of City tax ordinances unless the violations is cured within ten (10 business days of notice; in compliance with KMC 7.15.110.

<u>Questions:</u> Questions regarding this project should be directed to Scott Curtin, Director Public Works, and submitted via email to scurtin@kenai.city. Questions must be received by 2:00pm on July 29, 2022.

Acceptance-Rejection of Bid: The City reserves the right to reject any or all bids, to waive minor irregularities in any bid or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. Award of project is contingent upon City Council approval and appropriation of funds.

Instructions to Bidders Page | 1

<u>Award of Bid:</u> It is the intent of the City of Kenai to award a contract to the lowest responsive and responsible bidder.

<u>Contracts:</u> This project will be accomplished through a City of Kenai short form contract (sample attached). This project may not be subject to the provisions of the State of Alaska, Title 36, Minimum Wage Rates and Notice of Work/Notice of Completion. Insurance requirements are \$1,000,000 for both commercial general liability (CGL) and auto, \$1,000,000 for errors and omissions (E&O) if required by contract. See attachment Sample Contract.

**<u>Bid Due Date:</u>** Bids shall be submitted no later than 2:00pm on August 9, 2022.

### **SAND GRADATION SPECIFICATIONS**

Sieve Designation	% Passing by Weight
3/8"	98-100
#8	0-70
#200	0-5

Instructions to Bidders Page | 2

### Bid Form

equivalent and screen from Owner's supplied stockpile, 6000 meets the standard roadway sand requirements.	OCY of finished sand that
LS \$	
Company Name:	_
Contact:	_
Phone:	_
Signature: D	ate:

Price for Contractor to mobilize to site a Powerscreen Mark 2 or Warrior 600 or

# Tax Compliance Certification Kenai Peninsula Borough

Finance Department

144 N. Binkley Street Phone: (907) 714-2197 Soldotna, Alaska 99669-7599 or: (907) 714-2175 www.kpb.us Fax: (907) 714-2376 For Official Use Only 1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other. For Department: Reason for Certificate: ☐ Solicitation Other: Dept. Contact: **Business Name:** Other: ☐ Individual ☐ Corporation ☐ Partnership Business Type: Owner Name(s): **Business Mailing Address:** Business Telephone: **Business Fax:** Email: As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below.) If no, please sign below.) Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation. REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB) ACCT. NO. ACCT. NAME YEAR LAST PAID **BALANCE DUE** ☐ In Compliance ☐ Not in Compliance Date **KPB Finance Department (signature required) SALES TAX ACCOUNTS** TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB) ACCT. NO. ACCT. NAME FILED THRU M/F's **BALANCE DUE** ☐ In Compliance ☐ Not in Compliance **KPB Sales Tax Division (signature required)** Date CERTIFICATION: I, , hereby certify that, to the (Name of Applicant) best of my knowledge, the above information is correct as of \_

Signature of Applicant (Required)

### NON - COLLUSION AFFIDAVIT

(To be executed and submitted with Bid) I, \_\_\_\_\_\_of \_\_\_\_\_ Firm Name being duly sworn, do depose and state: I, or the firm, association, or corporation of which I am a member, who propose on the Contract to be executed by the City of Kenai, for the construction of that certain project designated as: FY 2023 Kenai Municipal Airport (KMA) Sand Screening located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract. Signature Name Title Date **ACKNOWLEDGMENT** STATE OF ALASKA ) )ss THIRD JUDICIAL DISTRICT

Non-Collusion Affidavit Page | 1

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by

NOTARY PUBLIC for State of Alaska

My Commission Expires:

Contractor's Printed Name:  Contractor's Fed. Tax ID #:	All-America City	THE CITY OF KI SHORT FORM AGR This agreement is not valid until proper and accompanied by a valid City of I	<b>EEMENT</b> rly signed by the parties	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENAI	I THE FOLLOW	ING SERVICE(S);		
Interpretation: The following documents are incorpora 1. Addenda 2. Proposal / Drawings / Instructions to Bidders 3. This Short Form Agreement 4. General Conditions (See page two / reverse of this f 5. Contractor's Proposal	·		g order of precedence:	
Contractor's compensation will be (In words and numb	ers):			
Time of commencement and completion:				
BY SIGNING BELOW, THE CONTRACTOR HEREBY ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONDITIONS	AFFIRMS THA AGREEMENT	AT HE OR SHE HAS READ AND INCLUDING THE GENERAL	Contractor's Addre	ss & Phone / Fax Numbers:
Contractor's Signature		Date		
Recommended by:	Purchase Orde	er Number:	Approved by City Manag	ger:
Signature Date			Signature	Date

Short Form Agreement Revised 12-21-2018

#### **GENERAL CONDITIONS**

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

#### Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

#### Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor.

Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

Short Form Agreement Revised 12-21-2018

# CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: FY 2023 Kenai Municipal Airport (KMA) Sand Screening

The undersigned, being first duly sworn, deposes and says:	
1. That pursuant to this contract for project betwee undersigned and the City of Kenai dated the undersigned hereby certified except as listed below, he has paid in full or has otherwise satisfied all obligations for may and equipment furnished for all work, labor, and services performed and for all indebtedness and claims for which the Contractor or the City of Kenai is or may become list connection with performance under this contract. The Contractor warrants that he has diligent search and inquiry to determine the existence of any such claim, debt, or liability are all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.	iterials known able in made
2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money form whatsoever to any employee or agent of the City, that he did not rent or purchas equipment or materials from any employee of the City, nor to the best of his knowledge, fro agent of any employee of the City, and that he has not made any promise to an employagent of the City to do or undertake any such action after completion of the subject contract	se any om any yee or
3. Pursuant to the above-described contract and in consideration of the final payment amount of \$, the undersigned Contractor hereby releases and discharg City of Kenai, its officers, agents and employees of and from any and all further claims charge, demand, liability, or other obligation whatsoever under or arising from said converted whether known or unknown and whether or not ascertainable at the time of the execution instrument. This release is complete, final, binding and irrevocable.	es the , debt, ntract,
4. The Contractor shall indemnify, defend, save and hold the City, its elected and app officers, agents and employees, harmless from any and all claims, demands, suits, or liab any nature, kind or character including costs, expenses, and attorneys fees resulting Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers subcontractors' performance or failure to perform this Agreement in any way whatsoever defense and indemnification responsibility includes claims alleging acts or omissions by the or its agents which are said to have contributed to the losses, failure, violations, or da However, Contractor shall not be responsible for any damages or claim arising from the negligence or willful misconduct of the City, its agents, or employees. Contractor subcontractors shall also not be required to defend or indemnify the City for damage or loss been found to be attributed to an independent contractor directly responsible to the City separate written contract.	oility of g from s, and . This ne City mage. e sole or and ss that

### CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect. IN WITNESS WHEREOF, this Release has been executed this \_\_day of \_\_\_\_\_\_, 2022. (Contractor's signature) Title **ACKNOWLEDGMENT** STATE OF ALASKA SS THIRD JUDICIAL DISTRICT THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_\_, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument. Notary Public for Alaska My Commission Expires: \_\_\_\_\_

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

SAMPLE

Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE
The licensee named below holds Alaska Business License Number
Covering the period of: through Line of Business:
<u> </u>
COMPANY NAME
ADDRESS
Owner: NAME OF OWNER
This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States.
Alaska Department of Commerce, Community, and Economic Development Commissioner:
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.
SAMPLE
No STATE OF ALASKA
Effective: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC
DEVELOPMENT  Division of Occupational Licensing
Division of Occupational Licensing
Certifies that
COMPANY NAME
Is a Registered
Specialty

Commissioner:



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No): ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A INSURED INSURER B : INSURER C: INSURER D: INSURER E : INSURER F: COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER GENERAL HADILITI 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 100,000 X COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) X X 5,000 A MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ X POLICY PRO-5 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1,000,000 (Ea accident) BODILY INJURY (Per person) 5 ANY AUTO A ALL OWNED SCHEDULED X X BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS **AUTOS** (Per accident) \$ 1,000,000 Underinsured motorist X UMBRELLA LIAB **EACH OCCURRENCE** \$ **OCCUR** EXCESS LIAB 4,000,000 CLAIMS-MADE AGGREGATE NETENTION S 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS YIN ANY INCORPETOR/DARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 1,000,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 X E.L. DISEASE - POLICY LIMIT 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: PROJECT NAME The Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf or the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Kenai AUTHORIZED REPRESENTATIVE 210 Fidalgo Ave Kenai, AK 99611

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.