

City of Kenai

Request for Proposals (RFP) 2023 Classification Study and Salary and Benefits Survey

Date Issued: July 21, 2023

Final Questions Due: August 11, 2023, by 4:00 p.m. (AKDT)

Proposal Due Date: August 18, 2023, by 4:00 p.m. (AKDT)

City of Kenai 210 Fidalgo Street Kenai, AK 99611



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City of Kenai Classification Plan
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City of Kenai Salary Schedule
Comparison Data for Comparable Employers
Sample Professional Services Agreement
Kenai Peninsula Borough Tax Compliance Certification
Sample State of Alaska Business License
Sample Certificate of Liability Insurance



ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP)

Project Name: 2023 Classification Study and Salary and Benefits Survey

Proposal Documents Available: July 21, 2023

Last Day for Question: August 11, 2023 by 4:00 p.m. AKDT Proposal Due Date: August 18, 2023 by 4:00 p.m. AKDT

The City of Kenai hereby invites qualified firms to submit proposals for a Classification Study and Salary and Benefits Survey.

Proposers must contact Administration at (907) 283-8223 or ccunningham@kenai.city to be placed on the plan holder's list to receive addenda.

Request for Proposal documents can be obtained on the City of Kenai website at www.kenai.city at no cost or at City Hall at 210 Fidalgo Avenue, Kenai, AK 99611 for a non-refundable fee of \$10.00 for paper copies.

Publish Public Notice: Peninsula Clarion 7/22, 7/26/2023

Anchorage Daily News 7/21, 7/26/2023

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai is seeking proposals from qualified Proposers for a comprehensive Classification Study and Salary and Benefits Survey.

The Classification Study must analyze the duties and responsibilities of all job positions included under the City's Classification Plan (Attachment A). The purpose of the Classification Study is to ensure each job position is assigned to the appropriate job class and salary range based on the kind and level of its duties and responsibilities, ensure internal equity, and ensure accurate data on each job position is obtained in order to complete a Salary and Benefits Survey.

The Salary and Benefits Survey must collect salary, health insurance, retirement, paid holiday, paid leave, and other pay and benefits data by job position for similar job positions with other municipal government organizations, the State of Alaska, and other public sector employers that can be considered matching each of the job positions included under the City's Classification Plan.

Upon completion of the Classification Study and Salary and Benefits Survey, the City will review the results, findings, and recommendations to determine if the City is offering salaries and benefits within an appropriate competitive range in relation to other comparable government employers that are in direct competition for the employees required to deliver City services.

1.2 Background

The City of Kenai incorporated as a home-rule city in 1960, and today is an All-America City with moderate population growth, an economy that provides a high quality of life for residents, and management that is committed to continually improving services, operations, and personnel. The City of Kenai has 128+/- employees divided into two classifications: Classified Service and Department Head Service. The Classified Service includes 118+/- employees in a variety of occupational groups and within departments such as police, fire, public works, planning, finance, information systems, human resources, airport, library, parks and recreation, and senior services. The Department Head Service consists of ten full-time employees who are the heads of departments and serve at will. Employees of the City of Kenai are not represented by unions. Classification and compensation of City of Kenai employees is governed by Title 23 of the Kenai Municipal Code, which is available online at https://kenai.municipal.codes/KMC/23

1.3 Questions/Requests for Clarification

Any questions regarding this proposal must be submitted <u>in writing</u> by 4:00 p.m. AKDT on August 11, 2023. Questions may be emailed to <u>ccunningham@kenai.city</u>. The subject line of the email should read: "Questions: 2023 Classification Study and Salary and Benefits Survey RFP."

Verbal requests for information will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than those submitted in writing to ccunningham@kenai.city may be grounds for disqualification from the process. All questions will be compiled, answered and distributed to all prospective proposers.

City of Kenai Request for Proposals – 2023 Classification Study and Salary and Benefits Survey

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for cost including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Timeline

Advertise for Proposals	July 21, 2023
Final Questions Due	
Proposals Due	August 18, 2023
Proposal Evaluation	August 22, 2023
Intent to Award	August 28, 2023
City Council Award	
Project Completion	January 31, 2023

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for ninety (90) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Proposer is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Tax Compliance Certificate

City of Kenai Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with City tax provisions. No contract will be awarded to any individual or business found to be in violation of the City of Kenai Municipal Code. Prior to award of the contract, the successful Proposer will be required to submit a completed Tax Compliance Certificate, signed by both the Proposer and by Kenai Peninsula Borough Finance Department personnel. See Attachment F.

2.5 Licenses and Certifications

Proposers must include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance. Documentation must be current and must have been

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issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license, Alaska contractor's license, and applicable professional licenses, registrations and certificates.

2.6 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval by the City of Kenai City Manager.

2.7 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Human Resource Office and will become public record after award of the contract.

2.8 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of each addendum in the space provided on the Cost Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal.

2.9 Modification of Proposals

Modifications will be accepted by the City, and binding upon the responding firm, where the modification:

Is received by the City at the place designated for submission of RFP responses prior to the scheduled deadline; and,

Is sealed in an envelope clearly stating "2023 Classification Study and Salary and Benefits Survey Modification" and the name of the responding firm; and,

Is signed by the same individual who signed the original submittal.

Should there be more than one submittal modification from a responding firm, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding firm unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

2.10 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE THIS RFP WILL NOT BE CONSIDERED.

2.11 Withdrawal of Proposals

At any time prior to scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City of Kenai.

2.12 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

If any proposer has interest in more than one proposal, all proposals in which such proposer has interest shall be rejected.

2.13 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.14 Conflicts of Interest

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposals, without first disclosing the individual's potential conflict by submitting a letter to the City of Kenai, establishing the individual or firm's intent to do business with the City of Kenai. The Proposer for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the Proposer nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected Proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF SERVICES

3.1 Services to be Performed

The City of Kenai requires the following Classification Study and Salary and Benefits Survey to be conducted in accordance with generally accepted compensation methods, and applicable state and federal laws and must meet the standard of reliability, validity, and defensibility:

Classification Study. Develop and implement a Classification Study that will result in a comprehensive classification plan review and analysis of the duties and responsibilities of all job positions included under the City's Classification Plan (Attachment A). To ensure each job position is assigned to the appropriate job class and salary range based on the kind and level

of its duties and responsibilities and to ensure internal equity, the Classification Study must include the following:

- Initial meeting with the City's Personnel Working Group to discuss scope of services and an agreed-upon methodology and scheduled regular meetings to discuss progress or clarify the information provided.
- Review the City's Classification Plan (Attachment A), Organizational Chart (Attachment B), each of the City's position descriptions included under the Classification Plan (approximately 75), and the City's classification practices and policies (Title 23 of the Kenai Municipal Code). The City of Kenai regularly updates its Classification Plan and position descriptions and uses a job evaluation tool to establish the salary range for each position classification. The City of Kenai will provide position descriptions and classification practices and policies. Job questionnaires and interviews with employees will not be necessary to accomplish this task.
- Review and evaluate the City's existing job evaluation tool, provide comments on its strengths and weaknesses, and propose improvements or recommend a new framework. The City will provide a copy of its job evaluation tool.
- Analyze the duties and responsibilities of each position and determine the relative internal value of the position compared to other jobs within the City's Classification Plan to ensure that each position is assigned to the appropriate job classification, FLSA designation, salary range, and benefits eligibility based on the kind and level of its duties and responsibilities, job requirements, and other factors that can affect job responsibilities. This may be accomplished using the City's job evaluation tool or another agreed-upon method if recommended and accepted by the City before use.
- Provide recommendations, including but not limited to what job classifications should be added, removed, amended, or consolidated, changes to position descriptions, changes to classification practices and policies, and changes to the classification structure. An analysis must be provided to support recommendations and propose implementation methods.
- Prepare a preliminary report, executive summary, and final report of all classification findings and recommendations. Reports must be logical in design and easy to understand.

Salary and Benefits Survey. Develop and implement a Salary and Benefits Survey that will result in a comprehensive salary and benefits survey that accurately represents, collects, and provides results for all positions included in the City's Classification Plan as well as illustrates the high, median, and mean results for comparable employers to ensure the City's salary and benefits and compensation structure are sufficient to attract and retain qualified employees, including but not limited to the following:

- Initial meeting with the City's Personnel Working Group to discuss the scope of services and survey and regular meetings to discuss or clarify an agreed-upon methodology, including the development of a comparison pool to be surveyed. The selected proposer must provide the proposed comparison pool and survey tools to the City for review and acceptance before use.
- Review the City's Classification Plan (Attachment A, including any recommended changes resulting from the Classification Study), Organizational Chart (Attachment B), each of the City's position descriptions (approximately 75), Salary Schedule (Attachment C), compensation structure, and benefit summaries to be provided by the City.

- Develop a targeted survey to collect the required comparison data for all City positions from comparable employers (Attachment D) using an agreed-upon survey tool. Obtaining comparison data for some positions or classes may require data from additional comparable employers beyond the comparison pool if the comparison pool does not yield results for these positions or classes.
- Develop and review comparable data collected, evaluate the City's position within the
 comparison pool, identify positions with pay and benefits above or below the
 comparison pool, identify areas in which the City differs from the comparison pool,
 make findings, including an assessment of local competition and analysis of the City's
 compensation structure, and propose options for addressing areas identified in
 findings. Data must be collected and reviewed for all job classifications.
- Prepare a preliminary report with comparison tables, executive summary, and final report of all salary and benefit findings and recommendations. Reports must be logical in design and easy to understand.

Final Report and Presentation.

- Prepare a final 2023 Classification Study and Salary and Benefits Survey Report and provide twenty (20) bound copies and an electronic version of the report. The report must be logical in design and easy to understand.
- Present report and findings to the Kenai City Council in-person in Kenai, Alaska at a regular City Council meeting or Work Session.

3.2 Contract Formation

Contract(s) in this matter will not be formed until executed by all parties including the City of Kenai City Manager. Performance under the contract(s) will not begin until the contract(s) is fully executed by all parties. A sample professional services agreement is provided as an attachment to this RFP. Terms and conditions of these agreements are subject to negotiation with successful Proposer(s), except the Insurance and Indemnification Requirements below:

Proposer must, at Proposer's own expense, throughout the term of the Agreement(s) secure and maintain the following insurance:

- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- ii. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement); and,
- iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.
- iv. Professional Errors and Omissions insurance in the amount of not less than \$100,000.

All insurance required must also meet the following requirements:

- i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- For worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

Proposer must indemnify, defend, and hold harmless the City and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of Proposer or Proposer's employees, agents, or invitees arising out of Proposer's performance of services under the Agreement(s), except to the extent any negligence of City or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Proposer and City, Proposer and the City shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP.

4.2 Proposal Submission

Seven (7) copies of the complete proposal package must be submitted by 4:00 p.m. AKDT on August 18, 2023, to the City of Kenai, 210 Fidalgo Street, Kenai, AK 99611, in a sealed envelope:

Proposal responses must be comprised of two documents placed in separate sealed envelopes.

One shall contain only the RFP Cost Proposal on the Cost Proposal Form and must be titled: "2023 Classification Study and Salary and Benefits Survey RFP – [NAME OF PROPOSING ENTITY] Cost Proposal."

The second shall contain all other response materials and must be titled: "2023 Classification Study and Salary and Benefits Survey – [NAME OF PROPOSING ENTITY] RFP Response." The City reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the proposer if accepted by the City.

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4.3 Letter of Transmittal

Briefly state the Proposer's understanding of the project's purpose and services to be performed and make a positive commitment to provide the services as specified.

List name(s) of the person(s) who are authorized to make representations for the Proposer, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the Proposer.

The letter must acknowledge all addenda, if any.

4.4 Experience/Qualifications

Detail the Proposer's relevant experience performing classification studies, salary or benefit surveys or work of a similar nature, including experience performing classification studies or salary or benefit surveys for Alaska municipalities. A minimum of three (3) years of experience performing classification studies or salary or benefit surveys is required.

Provide a list of five (5) references for services performed by the Proposer similar to the services required in this Request for Proposals. The City will contact references to ascertain the Proposer's performance, specifically in the areas of knowledge and expertise, customer satisfaction, and conformance to a similar Scope of Services as this engagement.

Provide a sample work product for deliverables the Proposer has developed for clients similar to this the services required in this Request for Proposals. It is not required that the sample includes the client name, confidential, or proprietary information.

4.5 Key Project Staff and Sub-consultants

Identify key project staff and sub-consultants expected to provide services on behalf of the Proposer. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

4.6 Available Resources/ Location

Provide information on resources available to the Proposer which indicates that the Proposer has access to the services necessary to perform the work.

Describe the Proposer's location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the contract.

4.7 Project Methodology and Approach

Provide detailed information on the Proposer's methodology in meeting the scope of work requirements identified in Section 3.0. This should consist of a detailed work plan indicating the steps to be completed, the resources that will be utilized and the timeline for completion.

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Describe overall approach to include any special considerations, which may be envisioned.

4.8 Cost

Provide a lump sum cost (including travel and other out-of-pocket expenses) for all services required in Section 3.0 (Scope of Work). The cost proposal portion of the submission should be submitted in a separate sealed envelope included in the sealed envelope containing the entire proposal.

The cost proposal will be opened and the cost score calculated after the scores of the other evaluation criteria have been calculated.

5.0 EVALUATION CRITERIA AND PROCESS

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked Proposers (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) Proposers will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The Proposer, whose proposal is ranked highest by the evaluation committee, may be invited to enter into final negotiations with the City for the purposes of agreement award.

5.2 Criteria

The factors to be evaluated and the associated point values are as follows:

1.	Experience/Qualifications	(20 points)
2.	Key Project Staff and Sub-consultants	(10 points)
3.	Available Resources/Location	(10 points)
4.	Project Methodology and Approach	(40 points)
5.	Cost	(20 points)

Total Points Available 100 points

Committee members will independently review the proposals and award points for above factors 1-4. Cost will be scored by the committee as a whole using the following formula:

<u>Lowest total cost proposal</u> x 20 = Points Awarded Proposer total cost proposal

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCESS

Any party submitting a bid or proposal for an agreement with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City agreement, may file an appeal in accordance with the appeal procedures outlined in Kenai Municipal Code KMC 7.15.120. The City's Code may be viewed online at https://kenai.municipal.codes/KMC/7.15.120

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in this Request for Proposals, all Proposers must carefully read and review the sample contract (Attachment E). The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract consistent with Section 1.3 of this Request for Proposals.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE CITY. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

COST PROPOSAL FORM

City of Kenai Request for Proposals (RFP) 2023 Classification Study and Salary and Benefits Survey

Proposer acknowledges receipt of Addenda No(s), and hereby represent that if awarded a contract, will enter into and execute a contract with the City of Kenai for the Professional Services referenced in the Request for Proposals at the compensation stated below						
Cost proposal is a lump sum (including trave acceptance by the City for a period of not les proposal is due.						
TOTAL LUMP SUM, for all professional services re	equired:	\$ Numerical amount				
Dollars		rvamenca amean				
(/	Amount Written in Words)				
An Agreement shall not be formed and no rig Agreement is fully executed by all parties. By executing this Proposal, I certify that I ha Entity submitting this proposal.		· ·				
Name of Company or Business Entity	Date					
Signature	Title					
Print Name	Phone					
Address	Fax	Fax				
Address	Email Addres	<u> </u>				

Cost Proposal is to be submitted in a separate sealed envelope

CITY OF KENAI

Employee Classification Plan

Class		
Code	Class Title	Range
(A) Super	visory and Professional	
101	City Manager**	NG
102	City Attorney**	NG
103	City Clerk**	NG
104	Finance Director*	29
105	Public Works Director*	28
106	Police Chief*	28
107	Fire Chief*	27
112	Airport Manager*	25
117	Planning Director*	23
118	Information Technology (IT) Manager	23
119	Assistant to City Manager/Special Projects Coordinator	23
120	Library Director*	23
121	Senior Center Director*	23
122	Parks and Recreation Director*	23
123	Human Resources Director*	23
124	Controller	25
(B) Admin	istrative Support	
203	Administrative Assistant I	13
204	Accounting Technician I	15
205	Accounting Technician II	16
207	Desktop Support Technician	13
210	Administrative Assistant II	14
211	Administrative Assistant III	15
214	Library Assistant	11
218	Library Aide	8
219	Data Entry Clerk	1
(C) Public	Safety	
302	Fire Fighter	18
303	Police Lieutenant	27
304	Police Sergeant	24
305	Police Officer	21
306	Public Safety Dispatcher	14
307	Fire Engineer	20
311	Fire Captain	21
312	Fire Marshal	22
313	Communications Supervisor	17

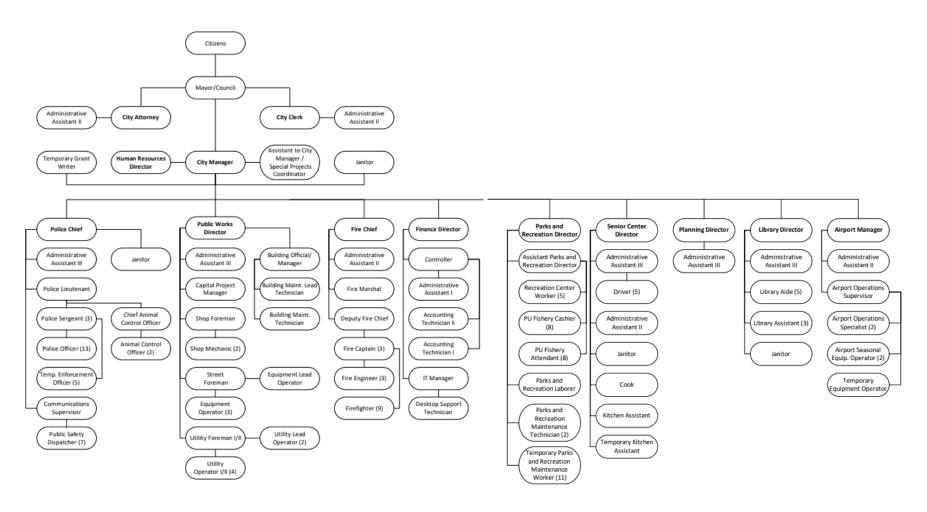
Attachment A
City of Kenai Classification Plan

314	Police Trainee	21/1
315	Deputy Fire Chief	25
316	Chief Animal Control Officer	17
317	Animal Control Officer	14
(D) Public	: Works/ Airport Operations	
400	Capital Project Manager	23
401	Building Official/Manager	22
402	Shop Foreman	21
403	Street Foreman	21
404	Utility Foreman I/II	21/22
405	Utility Operator I/II	15/18
407	Equipment Operator	16
408	Shop Mechanic	19
409	Equipment Lead Operator	19
412	Building Maintenance Technician	17
413	Utility Lead Operator	19
417	Airport Operations Specialist	16
418	Airport Operations Supervisor	21
419	Building Maintenance Lead Technician	19
(E) Gene	ral Services	
502	Assistant Parks & Recreation Director	19
503	Recreation Center Worker	3
504	Parks and Recreation Maintenance Technician	14
505	Parks and Recreation Laborer	6
506	Cook	8
508	Driver	4
509	Kitchen Assistant	4
511	Janitor I/II	4/5

^{*} Department Head Service

^{**} City Manager, City Clerk, and City Attorney are Council-appointed administrative offices and are not included as part of the 2023 Classification Study or Salary and Benefits Survey

City of Kenai FY2024 Permanent Positions Organizational Chart



City of Kenai Fiscal Year 2024 Operating Budget

Permanent Position - Classified Salary Schedule

Classified employees excluding those engaged in fire protection activities.																		
Range		A		В		C		D		E		F		AA		BB		CC
		Step																
1	\$	14.11	\$	14.46	\$	14.82	\$	15.17	\$	15.52	\$	15.87	\$	16.23	\$	16.58	\$	16.93
2		14.82		15.19		15.56		15.93		16.30		16.67		17.04		17.41		17.78
3		15.56		15.95		16.34		16.73		17.12		17.51		17.89		18.28		18.67
4		16.34		16.75		17.16		17.57		17.97		18.38		18.79		19.20		19.61
5		17.15		17.58		18.01		18.44		18.87		19.29		19.72		20.15		20.58
6		18.02		18.47		18.92		19.37		19.82		20.27		20.72		21.17		21.62
7		18.91		19.38		19.86		20.33		20.80		21.27		21.75		22.22		22.69
8		20.25		20.76		21.26		21.77		22.28		22.78		23.29		23.79		24.30
9		21.27		21.80		22.33		22.87		23.40		23.93		24.46		24.99		25.52
10		22.32		22.88		23.44		23.99		24.55		25.11		25.67		26.23		26.78
11		23.42		24.01		24.59		25.18		25.76		26.35		26.93		27.52		28.10
12		24.62		25.24		25.85		26.47		27.08		27.70		28.31		28.93		29.54
13		25.86		26.51		27.15		27.80		28.45		29.09		29.74		30.39		31.03
14		27.15		27.83		28.51		29.19		29.87		30.54		31.22		31.90		32.58
15		28.48		29.19		29.90		30.62		31.33		32.04		32.75		33.46		34.18
16		29.91		30.66		31.41		32.15		32.90		33.65		34.40		35.14		35.89
17		31.44		32.23		33.01		33.80		34.58		35.37		36.16		36.94		37.73
18		32.98		33.80		34.63		35.45		36.28		37.10		37.93		38.75		39.58
19		34.64		35.51		36.37		37.24		38.10		38.97		39.84		40.70		41.57
20		36.35		37.26		38.17		39.08		39.99		40.89		41.80		42.71		43.62
21		38.18		39.13		40.09		41.04		42.00		42.95		43.91		44.86		45.82
22		40.09		41.09		42.09		43.10		44.10		45.10		46.10		47.11		48.11
23		42.07		43.12		44.17		45.23		46.28		47.33		48.38		49.43		50.48
24		44.19		45.29		46.40		47.50		48.61		49.71		50.82		51.92		53.03
25		46.40		47.56		48.72		49.88		51.04		52.20		53.36		54.52		55.68
26		48.75		49.97		51.19		52.41		53.63		54.84		56.06		57.28		58.50
27		51.14		52.42		53.70		54.98		56.25		57.53		58.81		60.09		61.37
28		53.72		55.06		56.41		57.75		59.09		60.44		61.78		63.12		64.46
29		56.48		57.89		59.30		60.72		62.13		63.54		64.95		66.36		67.78
20		30.40		07.00		00.00		00.72		02.10		00.04		04.55		00.00		07.70
Classified	d emi	olovees	enga	ged in fi	re n	rotectio	n a	ctivities										
Range		A		В		С		D		E		F		AA		ВВ		CC
		Step		_						_								
18	\$	23.56	\$	24.15	\$	24.74	\$	25.33	S	25.92	s	26.51	\$	27.09	\$	27.68	\$	28.27
19	_	24.74	*	25.36	•	25.98	•	26.60		27.21	•	27.83	_	28.45	•	29.07	•	29.69
20		25.98		26.63		27.28		27.93		28.58		29.23		29.88		30.53		31.18
21		27.27		27.95		28.63		29.32		30.00		30.68		31.36		32.04		32.72
22		28.65		29.37		30.08		30.80		31.52		32.23		32.95		33.66		34.38
		20.00		20.01		00.00		00.00		01.02		OZ.ZO		02.00		00.00		04.00
Department head service employees																		
Range		nimum		kimum														
23	\$	87,542		115,545														
24	-	89,782		121,306														
25		96,527		127,428														
26	1	101,386		133,833														
27		106,386		140,424														
28		111,739		147,507														
29		117,469		155,056														
		,		,														

Attachment D Required Comparison Data for Comparable Employers

Develop a targeted survey to collect the following required comparison data for comparable employers:

- 1. Comparable employer data, including but not limited to type of employer, population served, number of employees, and notable differences between employers
- 2. Comparable position data, including but not limited to position title, general description, full or part-time status (number of work hours per week), FLSA designation, benefits eligibility, job match, and number of employees in position
- 3. Gross Annual Salary for each comparable position
 - At initial appointment
 - o After five years of employment in same position
 - After ten years of employment in same position
 - After 15 years of employment in the same position
 - Maximum annual salary for each comparable position
- 4. Length of salary schedule (e.g., number of steps, time to highest step), percent difference from highest to lowest step, and method and frequency of increases, for each comparable employer
- 5. Health Insurance for comparable position (e.g. full-time, part-time, seasonal)
 - Monthly basic health insurance benefit paid by the employer (%)
 - Monthly basic health insurance benefit paid by the employee (%)
 - o Annual HRA, HSA, and FSA Contribution paid by employer
 - Plan type, tiers offered, deductible, co-pays and extra services or supplemental plans offered (e.g., basic life and disability, dental/vision, mental health services, wellness program, employee assistance)
- 6. Retirement for comparable positions (e.g., full-time, part-time)
 - Monthly defined benefit or defined contribution plan employer contribution
 - Monthly defined benefit or defined contribution plan employee contribution
 - Monthly Supplemental Retirement program employer contribution
 - Number of years to vest for each type of retirement benefit
 - Employee eligibility, plan type, tiers offered, and other retirement options offered (e.g., Deferred Compensation Program, Social Security)
- 7. Paid Holidays
 - o Annual number of paid holidays for comparable position (e.g. full-time, part-time)
- 8. Paid Leave for comparable positions (e.g., full-time, part-time, and employees engaged in fire protection services)
 - Annual leave accrual rate first two years of service (hours)
 - Annual leave accrual rate three through five years of service (hours)
 - Annual leave accrual rate six through ten years of service (hours)
 - Annual leave accrual rate ten through 15 years of service (hours)
 - Annual leave accrual rate more than 15 years of service (hours)
 - Maximum annual leave accrual
 - Maximum leave accumulations (e.g., leave that may be carried over from one year to the next)
 - Other types of paid leave offered (e.g., parental, bereavement, long term injury or illness, transition, training, recruitment incentive or employee referral, military, jury duty, emergency, time off to vote, terminal, administrative)
 - Type of leave (e.g., combined personal and sick leave)

- 9. Other Pay and Benefits, including but not limited to:
 - Overtime Rates, including police and employees engaged in fire protection activities, if different
 - Recognition Entitlements or Certification Pay (e.g., recognition for certification, education or training, years of service)
 - o Shift Differential Pay (e.g., swing, graveyard, or weekend shift differentials)
 - Call-Out or Call Back Pay
 - Recall Pay
 - Stand-by Pay
 - Emergency or Hazard Pay
 - o Premium Pay (e.g. special duty or special assignment pay)
 - Seniority or Senior Officer Pay
 - Bonus Pay (other than incentive or hiring bonus)
 - o Acting Pay (e.g., acting in a higher classification)
 - Uniform Allowance
 - Tool Allowance
 - o Auto Allowance
 - Mileage Reimbursement
 - Cell phone stipend
 - Temporary Assignment Pay
 - Medical Leave Sharing Arrangement
 - o Educational opportunities or Educational Assistance Program
 - Travel Per Diem or Travel Allowance
 - Longevity Pay
 - Severance or Termination Pay

PROFESSIONAL SERVICES AGREEMENT **CITY OF KENAI 2023 CLASSIFICATION STUDY AND SALARY AND BENEFITS SURVEY**

by and between the City of Kenai, an Alaska municipal corporation (the City), (Consultant).
Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.
Section 2. <u>Consultant's Representation and Warranty, and Manner of Performance</u> .
(A) Consultant hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Consultant is a professional in the subject area in which services are to be provided and that Consultant has more than adequate experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
(B) Consultant accepts the relationship of trust and confidence between it and the City. Consultant covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.
Section 3. <u>Scope of Services</u> . The Consultant shall perform all the services provided for by this Agreement which are described generally and with particularity in Exhibit A (Proposal to Conduct a Classification Study and Salary and Benefits Survey for the City of Kenai) which is attached hereto and fully incorporated herein.
Section 4. <u>Personnel</u> . Consultant's personnel shall be limited to Consultant's employees as may be listed in the Consultant's proposal (Exhibit A) and those persons approved by the City Manager.
Section 5. <u>Time of Performance</u> . The services of Consultant shall commence upon execution of this Agreement by the City and shall terminate, subject to Sections 8 and 9, on <u>January 31, 2024</u> The period of performance may be extended for additional periods only by the mutual written agreement of the parties.
Section 6. Compensation.
(A) The total compensation for all services provided and expenses incurred (including travel and other out-of-pocket expenses) by Consultant arising under this Agreement shall not exceed \$ Any payment beyond this amount including payment for additional services (including services of sub consultants) may be
Dog 1 of 10

made only pursuant to a fully executed change order or contract modification stating any new services to be provided and / or the amount of payment agreed upon. In the event this paragraph conflicts or is inconsistent with any other provision in the contract documents, this provision shall control.

Except as otherwise provided in this Agreement, specifically Exhibit A, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Consultant's duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

- (A) Progress payments will be made on receipt of monthly invoices of An invoice shall be supported by a summary showing percentage of consultant. completion by task and actual expenses incurred. Documentation of expenses need not be submitted with invoices but shall be retained by Consultant for seven years or as required law, whichever is longer, in the event the City requests said documentation.
- No payment will be disbursed until approved by the City. The City shall review Consultant's invoice in a timely manner, and will request from Consultant necessary explanations or additional documentation to support any invoice within fifteen (15) days of receipt of invoice by the City. All sums properly due shall be paid within 30 days of invoice or receipt of additional documentation satisfactory to the city to substantiate the invoice whichever is later.
- Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Consultant arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit A of this Agreement only for work completed to the City's satisfaction.
- Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Consultant at least five (5) days before the effective date of such termination and specifying the effective date thereof. All finished or unfinished documents and other materials as described in paragraph 8 above

are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit A and only for work completed to the City's satisfaction. If this Agreement is terminated due to the fault of the Consultant, section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10. Causes Beyond Control. In the event Consultant is prevented by a cause or causes beyond control of Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render Consultant liable for damages or give rights to the cancellation of the Agreement for cause, provided that Consultant duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Consultant." However, if and when such cause or causes cease to prevent performance, Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of Consultant and which prevent the performance of Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of Consultant. Based on Consultant's "Cause or Causes Beyond Control of Consultant," the City will determine whether the event preventing Consultant from performing is a cause beyond Consultant's control.

Section 11. Modifications.

- (A) The parties may mutually agree to modify the terms of the Agreement by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City. The above notwithstanding, if a change in the scope of services significantly changes the amount of work required of Consultant or requires services Consultant is not qualified to perform so that it would not be reasonable for Consultant to perform all the work or provide the qualified personnel for less than the not-to-exceed amount set out in Section 6(A), then the City's failure to reasonably increase said not-to-exceed amount will excuse Consultant's refusal to agree to the modification in the scope of services.

Section 12. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places in its office available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 13. <u>Interest of Members of City and Others</u>. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects the individual's personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14. Non-Assignability.

- (A) The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.
- (B) The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 15. <u>Interest of Consultant</u>. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement it

shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

Section 16. Findings Confidential Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by Consultant without the prior written approval of the City.

Section 17. Officials Not to Benefit. No members of the Congress of the United States or Resident Commissioner or Member of the State legislature or officer of the State of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Publication, Reproduction and Use of Materials. Section 18. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 19. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Consultant's records with respect to all matters covered by this Agreement and Consultant will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Consultant must make such records available upon five (5) day's notice. In case of emergency, Consultant must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Consultant to perform its duties under this Agreement.

Section 20. <u>Jurisdiction</u>; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Kenai. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 21. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

Section 22. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement,

Consultant shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 23. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 24. Administration of this Agreement.

- The City Manager or designee will be the representative of the City administering this Agreement.
- The services to be furnished by the Consultant shall be administered by [NAME, TITLE]. In the event that Consultant is unable to serve for any reason to perform its obligations under this Agreement, the Consultant shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

Section 25. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 26. Defense and Indemnification. Consultant shall indemnify, defend and hold the City, its elected and appointed officers, contractors, agents and employees who are directly responsible to the City (collectively "the City") harmless from and against any and all claims, demands, suits or liability of any nature, kind or character whatsoever under this Agreement, including costs, expenses and attorneys fees, resulting from negligent acts, errors, or omissions of the Consultant or Consultant's officers, agents, employees, partners, contractors, and sub-consultants who are directly responsible to the Consultant, (collectively "Consultant"). Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for, independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error or omission of Consultant and the City, the indemnification, defense and hold harmless obligation of this Agreement shall be apportioned on a comparative fault basis. For purposes of this Agreement "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work.

Section 27. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections

in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 28. Consultant Insurance.

- The Consultant shall maintain the following insurance coverage in effect during the term of this Agreement and shall file certificates of such insurance with the Owner or City prior to the commencement of its performance under this Agreement. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best.
 - 1. A policy of comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than \$1,000,000 per occurrence covering property damage.
 - 2. Auto liability with included operations, contractual liability, and owned, leaved, hired or borrowed, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit per occurrence.
 - 3. Worker's Compensation and Employer's liability insurance in accordance with applicable laws.
 - 4. Professional Errors and Omissions insurance in the amount of not less than \$1.000.000

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

- 5. Primary Coverage for any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 6. Waiver of Subrogation Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 7. Deductibles and Self-Insured Retentions any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- 8. Claims Made Policies if any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *two (5)* years after completion of contract work.
- 9. Verification of Coverage Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 10. Subcontractors Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- (B) Said liability insurance shall provide that such insurance may not be canceled or reduced until twenty (20) days after the City shall have received notice of such cancellation or reduction.
- (C) Consultant shall maintain said insurance policies in effect and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified above in effect.
- (D) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of this Agreement, pursuant to Section 8.
- Section 29. Understanding. Consultant acknowledges that Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.

Section 30. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 31. Compliance with Law. Consultant shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing its duties hereunder.

Section 32. Notices. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

<u>City:</u>	City Manager City of Kenai 210 Fidalgo Avenue Kenai, AK 99611
Consultant:	

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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.

CITY OF KENAI		
Ву:	Ву:	
Terry Eubank, City Manager		
State of Alaska Third Judicial District	State of Alaska Third Judicial District	
The foregoing instrument was acknowledged before me this day of, 2023, by Terry Eubank, City Manager for the City of Kenai.	The foregoing instrument was acknowledged before me this, 2023, by(Name),(Title) for	day of
Signature of Person Taking Acknowledgment (Notary)	Signature of Person Taking Acknowledgment (Notary)	
(Title) (Serial Number, if any)	(Title) (Serial Number, if any)	
Approved by Legal:		

Tax Compliance Certification Kenai Peninsula Borough Finance Department

1 4 4 N. Diploy Ctroot

Soldotna, Alaska 99669-7599 www.kpb.us			or: (907) 714- or: (907) 714- ax: (907) 714-	2175		
1.) Fill in all information requested.	2) Sian and date		, ,			or Official Use Only
Reason for Certificate:	2.) Sign and date	e. o., sobiiii w	For Departm			
Solicitation Other:						
-			Dept. Conto	iC1.		
Business Name:						
Business Type:	Individual	☐ Corporat	ion	ersnip	Other:	
Owner Name(s):						_
Business Mailing Address:					<u> </u>	
Business Telephone:			Business Fax:			
Email:						
contracting to do business with the will be awarded to any individual several areas of taxation.	l or business who	_	e in violation of	the Boro	ough Code	e of Ordinances in the
REAL/PERSONAL/BUSINESS PROI ACCT. NO.	ACCT. NAME		YEAR LAST P	-	US (TO BE C	BALANCE DUE
			•			-
-						
				_	ompliance	e 🗌 Not in Compliance
KPB Finance Department (signature	required)		Date			
SALES TAX ACCOU	NTS		TAX ACCOL	JNTS/STAT	us (to be c	Ompleted by kpb)
ACCT. NO.	ACCT, NAME		FILED THRU	M,	/F's	BALANCE DUE
				_		
				□ In 6		. Notin Commission
KPB Sales Tax Division (signature red	ุบired)		Date	_ 🗆 in C	ompliance	e 🗌 Not in Compliance
CERTIFICATION: I,(Name o	f Applicant)	the _	(Title)		, hereb	y certify that, to the
best of my knowledge, the above i			·			
			(Date)			

Signature of Applicant (Required)

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 Al	laska Business License Number
Covering the period of:	through
Line of Busine	ess:

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 Effective: Expires:	STATE OF ALASKA 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.

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

PRODUCER		CONTACT NAME:	312					
		PHONE FAX (A/C, No):						
		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE						
		INSURER A		:				
INSURED		INSURER B:						
		INSURER C:						
		INSURER D:						
		INSURER E :						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER:					
INDICATED, NOTWITH	HAT THE POLICIES OF INSURANCE LISTED BELOW STANDING ANY REQUIREMENT, TERM OR CONDITI ISSUED OR MAY PERTAIN, THE INSURANCE AFFO	ON OF ANY CONTRACT OR OTHE	ER DOCUMENT WITH RESPECT TO	WHICH THIS				

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSF	TYPE OF INSURANCE	ADD	SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
(GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	SHAME MADE K OCCUR	х	х	7				MED EXP (Any one person)	\$	5,000
			+-					PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO	x :	+				8 8	BODILY INJURY (Per person)	\$	<u> </u>
12	ALL OWNED SCHEDULED AUTOS		X	×				BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS	-	-					PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
	DED TRETENTIONS 10,000				1704-170 July 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 -				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000000				X WC STATU- OTH-		
ANY PROPRIETOR ANNINER/EXECUTIVE TO THE PROPRIETOR AND THE PROPRIETOR				E.L. EACH ACCIDENT	\$	1,000,000				
	(Mandatory in NH)				Jan 6		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		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

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
City of Kenai	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
210 Fidalgo Ave Kenai, AK 99611	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)