

Dipnet Dumpsters and Portable Toilets 2019



OWNER: CITY OF KENAI
210 FIDALGO AVENUE
KENAI, ALASKA 99611
(907) 283-8236

TABLE OF CONTENTS

I.BID AND CONTRACT DOCUMENTS	TOTAL PAGES
A. Advertisement for Bid	1
B. Instructions to Bidders	7
C. Bid Form	8
D. Kenai Peninsula Borough Tax Compliance Certification	1
E. Bid Bond.....	1
F. Short Form Agreement (Sample).....	2
G. Performance Bond.....	2
H. Payment Bond	2
I. Contractor's Release	2
J. Consent of Surety to Final Payment.....	2
K. Subcontractor's List.....	1
L. Non-Collusion Affidavit	1
M. Request for Consideration as a Local Bidder	1
N. Sample Insurance Certificate.....	1
O. Worker's Compensation Verification Form.....	1
N. (Not Used) General Conditions of the Contract	25
O. (Not Used) Title 36 Wage Schedule: www.labor.state.ak.us/lss/pamp600.htm	38
P. Alaska Hire Requirements.....	3
 II. SPECIFICATIONS	

I. BID AND CONTRACT DOCUMENTS



CITY OF KENAI
210 FIDALGO AVENUE
KENAI, ALASKA 99611-7794
(907) 283-8236

ADVERTISEMENT FOR BID

Project Name: Dipnet Dumpsters and Portable Toilets 2019

Pre Bid Meeting: N/A

Last Day for Questions: June 7, 2019 by 12:00pm

Bid Due Date and Time: No later than 2PM June 12, 2019

Scope of Work: Provide and service dumpsters and portable toilets at three locations during the personal use (dipnet) fishery. Bidders shall familiarize themselves with the specifications and locations of the work.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to publicworks@kenai.city.

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 www.kenai.city or at City Hall for a non-refundable fee of \$20.00 including sales tax for each set of documents.

Publish: Anchorage Daily News- May 30, 2019
Peninsula Clarion – May 30, 2019

CITY OF KENAI INSTRUCTIONS TO BIDDER

1. 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 the Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at PublicWorks@kenai.city.

Project Name: Dipnet Dumpsters and Portable Toilets 2019
Pre Bid Meeting: N/A
Last Day for Questions: June 7, 2019 by 5:00pm
Bid Due Date and Time: No later than 2PM June 12, 2019
Local Preference per Kenai Municipal Code: Yes

2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to PublicWorks@kenai.city.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to PublicWorks@kenai.city. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or

warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words “No Charge” in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder’s company name, and the “Project Name” and “Bid Due Date” specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
 - Bid Form
 - Tax Compliance Certificate
 - Applicable Licenses
 - Non-Collusion Affidavit
 - Request for Consideration as Local Bidder Form (if applicable)
 - Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at publicworks@kenai.city and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does not identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
 - CORRECT – Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
 - CORRECT – Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
 - INCORRECT – Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

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

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids 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. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a bid or proposal for a contract 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 contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

**CITY OF KENAI
BID FORM**

TO: City of Kenai
Public Works Department
210 Fidalgo Avenue
Kenai, Alaska 99611-7794

FROM: _____
Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Request for Proposal / Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Bonds, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statutes), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

1. Bid Form
2. Tax Compliance Certificate
3. Applicable Licenses
4. Non-Collusion Affidavit
5. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)
6. Request for consideration as local bidder (If applicable)

**DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS
AFTER NOTICE OF AWARD**

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

1. Executed Agreement
2. Certificate(s) of Insurances*
3. Construction Schedule
4. List of Subcontractors
5. Performance and Payment Bond (If Bid exceeds \$100,000.00)

6. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: July 9 through August 1, 2018. If the personal use (dipnet) fishery is extended by the State of Alaska, this contract will also be extended and the amount increased with rates extrapolated from the bid prices.

Liquidated Damages. Liquidated damages will be charged at Six Hundred and Thirty Dollars (\$630.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within forty-five (45) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: **Dipnet Dumpsters and Portable Toilets 2019**

I have received Addenda No(s). _____ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

1. To hold my bid open forty-five (45) consecutive calendar days.
2. To accept the provisions of the Bid Documents.
3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
5. To accomplish Substantial Completion as specified above in TIME OF COMPLETION.

SCHEDULE A - ALL ROAD ACCESSIBLE TOILETS**NORTH BEACH-Toilets Only**

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be completed by Bidder
10	Kenai North Beach	End of Alaska Ave. Serviced Daily	July 9-Aug 1	8 Standard 2 ADA	\$_____
3	Kenai North Beach	Near Existing Restroom at end of Spruce Street Serviced Daily	July 9-Aug 1	3 Standard	\$_____
5	Kenai Little League	Parking Lot Serviced Daily	July 9-Aug 1	4 Standard 1 ADA	\$_____
One Time Charge	Kenai North Beach	Mobilization / Demobilization	July 9 & Aug 1	n/a	\$_____
170	Kenai North Beach	Additional Service Monday - Sunday Reg. Business Hours 8 a.m. to 5 p.m.	Service	n/a	\$_____
60	Kenai North Beach	Additional Service Monday - Sunday Evening Hours 5 p.m. to 8 a.m.	Service	n/a	\$_____

TOTAL BID PRICE NORTH BEACH BEACH (ROAD ACCESSIBLE TOILETS): \$_____

SOUTH BEACH-Toilets Only

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be completed by Bidder
1	Kenai South Beach	Near fee shack on Royal Street Serviced 1x wkly	July 9-Aug 1	1 Standard	\$_____
One Time Charge	Kenai South Beach	Mobilization / Demobilization	July 9 & Aug1	n/a	\$_____

TOTAL BID PRICE SOUTH BEACH (ROAD ACCESSIBLE TOILETS): \$_____

KENAI CITY DOCK-Toilets Only

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be completed by Bidder
4	Kenai Dock	Behind permanent restrooms - Serviced July 16, 18, 20, 23, 27 and 31	July 9 - Aug 1	3 Standard 1 ADA	\$ _____
1	Kenai Dock	Near fee shack Serviced 1x wkly	July 9 - Aug 1	1 Standard	\$ _____
One Time Charge	Kenai Dock	Mobilization / Demobilization	July 9 & Aug1	n/a	\$ _____

TOTAL BID PRICE CITY DOCK (ROAD ACCESSIBLE TOILETS): \$ _____

TOTAL BASIC BID FOR ALL SCHEDULE A WORK \$ _____

SCHEDULE B - ALL NON-ROAD ACCESSIBLE TOILETS**SOUTH BEACH-Toilets Only**

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be completed by Bidder
10	Kenai South Beach	Near mouth of Kenai River Serviced Daily	July 9-Aug 1	9 Standard 1 ADA	\$_____
One Time Charge	Kenai South Beach	Mobilization / Demobilization	July 9 & Aug 1	n/a	\$_____
108	Kenai South Beach	Additional Service Monday - Sunday Reg. Business Hours 8 a.m. to 5 p.m.	Service	n/a	\$_____
60	Kenai South Beach	Additional Service Monday - Sunday Evening Hours 5 p.m. to 8 a.m.	Service	n/a	\$_____

TOTAL BID PRICE SOUTH BEACH (NON-ROAD ACCESSIBLE TOILETS): \$_____

TOTAL BASIC BID FOR ALL SCHEDULE B WORK \$_____

SCHEDULE C - ALL ROAD ACCESSIBLE DUMPSTERS**NORTH BEACH – Dumpsters only**

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be completed by bidder
1	Kenai Little League Field Lot	Dipnet Fishery Overflow Little League Parking Lot on South Spruce St – Serviced Daily	July 9 –Aug 1	6 yd	\$ _____
2	Kenai North Beach	Near Existing Restroom on Kenai Ave. at end of S. Spruce St. Serviced daily	July 9 –Aug 1	6 yd	\$ _____
One time charge	Multiple	Mobilization/Demobilization	Mobilize July 9 Demobilize August 1	n/a	\$ _____
7 total	Little League or S. Spruce	Additional Service per request Monday-Sunday Reg. Business Hours 8AM to 5PM if dumpster overflows after normal daily service	Additional service	n/a	\$ _____

TOTAL BID PRICE NORTH
BEACH DUMPSTERS (ROAD ACCESSIBLE DUMPSTERS): \$ _____

KENAI CITY DOCK - Dumpsters Only

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be complete by bidder
1	Kenai City Dock	Serviced 2x wkly (Monday and Friday)	July 9-Aug 1	6 yd	\$ _____
One time charge	Kenai City Dock	Mobilization/Demobilization	July 9 & Aug 1	n/a	\$ _____

TOTAL BID PRICE CITY
DOCK DUMPSTERS (ROAD ACCESSIBLE DUMPSTERS): \$ _____

TOTAL BASIC BID FOR ALL SCHEDULE C WORK \$ _____

SCHEDULE D - ALL NON-ROAD ACCESSIBLE DUMPSTERS**NORTH BEACH-Dumpsters Only**

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be complete by bidder
12	Kenai North Beach	Set & Service 6 Dumpsters Spaced between mouth of Kenai River & South Spruce St – Serviced Daily	July 10-Aug 1	4 yd	\$_____
One time charge	Kenai North Beach	Mobilization/Demobilization	July 9 & Aug 1	n/a	\$_____
Per Dump of 6 Units	Kenai North Beach	Additional Service Monday-Sunday Reg. Business Hours 8AM to 5PM	July 10–Aug 1	n/a	\$_____

TOTAL BID PRICE NORTH
BEACH DUMPSTERS (NON-ROAD ACCESSIBLE): \$_____

SOUTH BEACH-Dumpsters Only

No. Units	Location	Instructions	Dates	Type of Unit	Rental Price To be complete by bidder
4	Kenai South Beach	Near mouth of Kenai River Serviced Daily	July 9-Aug 1	6 yd	\$_____
One time charge	Kenai South Beach	Mobilization/Demobilization	July 9 & Aug 1	n/a	\$_____
10	Kenai South Beach	Additional service Monday-Sunday Regular Business hours 8am to 5pm if dumpster overflows normal daily service	Service	n/a	\$_____

TOTAL BID PRICE SOUTH
BEACH DUMPSTERS (NON-ROAD ACCESSIBLE): \$_____

TOTAL BASIC BID FOR ALL SCHEDULE D WORK \$_____

SCHEDULE A – ALL ROAD ACCESSIBLE TOILETS: \$ _____

SCHEDULE B - ALL NON-ROAD ACCESSIBLE TOILETS: \$ _____

SCHEDULE C - ALL ROAD ACCESSIBLE DUMPSTERS: \$ _____

SCHEDULE D - ALL NON-ROAD ACCESSIBLE DUMPSTERS: \$ _____

The City of Kenai intends to award contract(s) to the lowest responsible bidder(s) for each Schedule A, Schedule B, Schedule C and Schedule D. Bidders do not have to provide bids for all schedules.

If the personal use (dipnet) fishery is extended by the State of Alaska, this contract will also be extended and the amount increased with rates extrapolated from the bid prices.

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity

Date

Signature

Title

Print Name

Phone

Address

Fax

Address

Email address

Kenai Peninsula Borough



144 N. Binkley
Soldotna, Alaska 99669-7599

BUSINESS: (907) 714-2197 or (907) 714-2175
FAX: (907) 714-2376

TAX COMPLIANCE CERTIFICATION

FILL IN ALL INFORMATION REQUESTED, SIGN AND DATE, AND SUBMIT WITH BID OR PROPOSAL

Reason for Certificate: _____ For (Dept.): _____
Date Rec'd by Finance: _____ Business Name: _____
Owner Name(s): _____ a. Individual _____
Business Mailing Address: _____ b. Corporation _____
Telephone: _____ Fax: _____ c. Partnership _____
E-mail: _____ d. Other _____

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes ____ No ____ (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

Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TAX ACCOUNTS/STATUS

(TO BE COMPLETED BY BOROUGH PERSONNEL)
YEAR LAST PAID BALANCE DUE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Kenai Peninsula Borough Finance Dept (Signature Required)

Date

IN COMPLIANCE
YES ☐ NO ☐

SALES TAX ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____

TAX ACCOUNTS/STATUS

(TO BE COMPLETED BY BOROUGH PERSONNEL)
FILED THRU M/F's BALANCE DUE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kenai Peninsula Borough Sales Tax (Signature Required)

Date

IN COMPLIANCE
YES ☐ NO ☐

I, _____, the _____, hereby certify that, to the best of my knowledge, the above
(Name of Applicant) (Title)
information is correct as of _____.
(Date) _____
(Signature of Applicant - Required)

*** IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

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 bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

Dipnet Dumpsters and Portable Toilets 2019

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)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by_____.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

REQUEST FOR CONSIDERATION AS LOCAL BIDDER

I declare that _____ meets the criteria listed below and therefore qualifies as "Local Bidder":

LOCAL PREFERENCE

1. In awarding competitive bid purchases or construction contracts under KMC 7.15.080, preference may be given to an otherwise qualified "local bidder" unless such preference is prohibited by the funding source.
2. For purpose of this section, a "local bidder" is a person who:
 - a. Holds a current state business license, and in addition for construction contracts, holds a current, appropriate state contractor's registration certificate;
 - b. Submits a bid for a competitive purchase or construction contract under the name as appearing on the person's license and, where applicable, a certificate;
 - c. Has continuously maintained a physical place of business within the Kenai Peninsula Borough staffed by the bidder or an employee of the bidder for a period of one hundred eighty (180) days immediately preceding the date of the bid opening. Bidder must prove compliance with this requirement to the City's satisfaction. Mere maintenance of a mail box or telephone answering service, for example, is not sufficient to comply with this provision; and
 - d. If a joint venture, is composed entirely of venturers that qualify under this section.
3. An award shall be made to the lowest responsible bidder pursuant to KMC 7.15.080 except that a bid may be awarded to a local bidder if the local bidder's bid is not more than five percent higher than the lowest responsible non-local bidder's bid; provided, however, such preference shall never exceed twenty-five thousand dollars, and further provided that the other provisions of KMC 7.15.080 of this chapter as applicable, have been met and the City chooses to award the bid.
4. The City may require a bidder to provide additional information regarding his qualifications as a "Local Bidder."

COMPANY NAME

ADDRESS

PRINTED NAME

SIGNATURE

DATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

as the OWNER, in the penal sum of _____
for the payment of which, well and truly made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed this _____ day of _____, 201____. The Principal has submitted to _____

_____, a certain BID, attached hereto and hereby made a part

hereof, to enter into a contract in writing for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT- - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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.



FOR IMMEDIATE RELEASE

No. 15-77

Contact: Katie Marquette, Press Secretary – (907) 269-7447
Aileen Cole, Deputy Press Secretary – (907) 269-7458

Governor Walker Restores Alaska Hire Requirements

Determination will require 90% Alaska Hire on public projects

June 10 , 2015 ANCHORAGE—Governor Bill Walker and Department of Labor and Workforce Development Commissioner Heidi Drygas announced today that they will be restoring statewide Alaska Hire standards for publicly-funded infrastructure projects through a Department of Labor and Workforce Development “Zone of Underemployment” determination. Effective July 1, 2015, this determination will ensure that at least 90% of jobs on public projects, such as road construction, are awarded to Alaskans.

“Alaskans know how to build infrastructure, and state funding for public projects should employ Alaskans first,” Governor Walker said. “With this Alaska Hire determination, we are restoring a long-standing, non-partisan policy that puts Alaskans to work on important infrastructure projects.”

A series of Independent, Republican, and Democratic governors established and maintained Alaska Hire requirements for public projects until the program was terminated in 2013. The Alaska Legislature established clear standards under which Alaska Hire requirements must apply in Alaska Statutes 36.10.140 and 36.10.150. The Alaska Department of Labor and Workforce Development’s Research & Analysis Section economic data reveals that Alaska currently meets those conditions.

Alaska Hire requirements apply to a wide range of occupations such as equipment operators, surveyors, truck drivers, welders, laborers, mechanics, engineers and architects. If contractors are unable to locate Alaskans who are trained to complete a job, they must obtain a waiver before hiring non-residents. Workers or contractors with questions about Alaska Hire requirements should contact the Department of Labor and Workforce Development’s Wage and Hour office at (907) 269-4900.

The Zone of Underemployment determination is enclosed. Past Alaska Hire determinations from previous administrations are available upon request.

###



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
Fax: 907.465-2784

EMPLOYMENT PREFERENCE DETERMINATION

(Effective July 1, 2015)

By authority of AS 36.10.150 and 8 ACC 30.064, the Commissioner of Labor and Workforce Development has determined the entire State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90% employment preference on public works contracts throughout Alaska. This hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor.

The following classifications require a minimum of 90 percent Alaska resident hire preference:

Boilermakers	Bricklayers	Carpenters	Cement Masons
Culinary Workers	Electricians	Engineers and Architects	Equipment Operators
Foreman and Supervisors	Insulation Workers	Ironworkers	Laborers
Mechanics	Millwrights	Painters	Piledriving Occupations
Plumbers and Pipefitters	Roofers	Sheet Metal Workers	Surveyors
Truck Drivers	Tug Boat Workers	Welders	

For additional information about the Alaska resident hire requirements, contact the nearest [Wage and Hour](#) office.

Please be advised that most public projects are covered. Funding sources are unique for every project. The inclusion of federal funds does not necessarily remove a project from jurisdiction. Ongoing projects that were excluded from the employment preference determination effective August 16, 2013 are not subject to this determination if the bid was submitted prior to July 1, 2015. Ongoing projects subject to the August 16, 2013, determination must comply with the Alaska resident employment preference requirements listed above. If there is any uncertainty about whether the law applies to a particular project, the department requests that you contact the regional Wage and Hour office nearest you for a determination. DOLWD Wage and Hour office contact numbers are as follows: Juneau: (907) 465-4842, Anchorage: (907) 269-4900, Fairbanks: (907) 451-2886.

This determination is effective July 1, 2015 and remains in effect through June 30, 2017.


Heidi Drygas, Commissioner

6/10/15
Date

STATE OF ALASKA

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT

ALASKA EMPLOYMENT PREFERENCE INFORMATION

By authority of A.S. 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers and Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

SUBCONTRACTORS LIST

PROJECT: Dipnet Dumpsters and Portable Toilets 2019

PRIME CONTRACTOR

Name: _____

Address: _____

Phone: _____ **Contractor's License:** _____ **Business License:** _____

Note: Subcontractors will not be allowed to start work or be on the job site until the following information has been filled out and copies of Contractors' and Business Licenses have been attached. During this project, the City must be notified of any changes in this list.

SUBCONTRACTORS

Name: _____ **Amount of Contract:** _____

Address: _____

Phone: _____ **Contractor's License:** _____ **Business License:** _____

Name: _____ **Amount of Contract:** _____

Address: _____

Phone: _____ **Contractor's License:** _____ **Business License:** _____

Name: _____ **Amount of Contract:** _____

Address: _____

Phone: _____ **Contractor's License:** _____ **Business License:** _____

Name: _____ **Amount of Contract:** _____

Address: _____

Phone: _____ **Contractor's License:** _____ **Business License:** _____

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: _____

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: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay owner all outlay and expense which the owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect .

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or
the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of
any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

(Principal) (SEAL)

(Principal Secretary)

ATTEST:

BY _____

(Witness as to Principal)

(Address)

(Address)

(Surety) (SEAL)

ATTEST:

BY _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, including all amounts due for materials
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of said work, and all insurance premiums on said work, and for all labor,
performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or
the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of
any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 201__.

(Principal) (SEAL)

(Principal Secretary)

ATTEST:

BY _____

(Witness as to Principal)

(Address)

(Address)

(Surety) (SEAL)

ATTEST:

BY _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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

PROJECT NAME: Dipnet Dumpsters and Portable Toilets 2019

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project _____ between the undersigned and the City of Kenai dated _____ the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$ _____, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

**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 _____,
201__.

(Contractor's signature)

Title _____

ACKNOWLEDGMENT

STATE OF ALASKA)
) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 201____, 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.)



"Village with a Past, City with a Future"

210 Fidalgo Ave, Kenai, Alaska 99611-7794
Telephone: (907) 283-7535 | Fax: (907) 283-3014
www.kenai.city

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

CONTRACT DATE: _____

CONTRACTOR: _____

TO: CITY OF KENAI, OWNER

210 Fidalgo Avenue

Kenai, AK 99611

Attn: Public Works Department

In accordance with the provisions of the above-referenced Contract between Owner, City of Kenai, and Contractor, Surety (insert name and address of Surety),

does hereby consent to and approve of the final payment to Contractor in the amount of \$_____, and in the case of Surety, it is further agrees as follows:

1. In giving this Consent, Surety has made its own investigation to determine whether said payment should be made to Contractor and Surety has not relied on any representation by the City of Kenai or its employees or agents which has induced it to consent to such payment.

2. Surety agrees that this payment shall not relieve Surety of any of its obligations to the City of Kenai as set forth in its Labor and Material Payment and Performance Bonds and Surety waives any and all claims against City of Kenai for wrongful release of funds to Contractor.

IN WITNESS WHEREOF, said Surety Company has set its hand this _____ day of _____, 20____.

(Surety)

(Signature of authorized representative)

(Printed name and title)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____)

THIS IS TO CERTIFY that on the ____ day of _____, 20____,
_____, Title: _____ of _____
(Surety), being personally known to me or having produced satisfactory evidence of
identification, appeared before me and acknowledged the voluntary and authorized
execution of the foregoing instrument.

Notary Public for _____
My Commission Expires: _____

NOTE TO SURETY: ATTACH PROOF OF POWER OF ATTORNEY OR OTHER
DOCUMENTATION DEMONSTRATING SIGNATORY MAY BIND SURETY



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(ies) 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						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 of 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
Public Works
210 Fidalgo Ave
Kenai, AK 99611

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF KENAI
CONTRACTOR'S CERTIFICATION OF COVERAGE
WORKERS COMPENSATION INSURANCE

*Please fill out + fax
back to city of Kenai -
283-3014 fax.*

Company/Contractor's name _____

Address _____

City, State, Zip Code _____

Federal Tax ID (E.I.N.) _____

Check one:

- 1.) ☐ I am a sole proprietor with no employees, and am not required to provide workers compensation insurance.
- 2.) ☐ This company is a partnership with no employees, and is not required to provide workers compensation insurance. All work performed by this company is performed by owners.
- 3.) ☐ This company/contractor does have employees. A current certificate or employer's notice of insurance showing workers compensation coverage is attached.

I certify that I have checked one of the boxes above and that I am authorized to sign this document. I further certify that if boxes (1) or (2) have been checked, and that if I later hire an employee, I will immediately notify the City and provide the appropriate certificate or notice of insurance. I will notify the City if my latest certificate or notice of insurance on file with the City is modified or cancelled.

Printed Name

Signature

Title

Date

Note: This Contractor's Certification must be completed **prior** to issuance of a purchase order or contract that orders work that will be performed on City property. This certification may be incorporated into or superseded by a formal contract.

II. SPECIFICATIONS



"Village with a Past, City with a Future"

210 Fidalgo Ave, Kenai, Alaska 99611-7794
Telephone: (907) 283-7535 | Fax: (907) 283-3014
www.kenai.city

Dipnet Dumpsters and Portable Toilets 2019 SPECIFICATIONS

SCHEDULE A – ALL ROAD ACCESSIBLE TOILETS

1. Provide and service portable toilets on the North Beach

- A. Provide and place and service 8 standard and 2 ADA units at the end of Kenai Ave.
 - i. Serviced daily from July 10 to August 1.
 - ii. These are accessible by road.
 - iii. Delivered July 9th, removed August 1.
- B. Provide and place and service 3 standard units at the end of South Spruce St.
 - i. Serviced daily from July 10 to August 1.
 - ii. These are accessible by road.
 - iii. Delivered July 9th, removed August 1.
- C. Provide and place and service 4 standard units and 1 ADA unit in the Little League parking lot on South Spruce St.
 - i. Serviced daily from July 10 to August 1.
 - ii. These are accessible by road.
 - iii. Delivered July 9th, removed August 1.
- D. Additional Servicing
 - i. Provide price to perform 170 additional services for any of the units in A-C during the hours of 8 a.m. to 5 p.m. any day of the week.
 - ii. Provide price to perform 60 additional services for any of the units in A-C during the hours of 5 p.m. to 8 a.m. any day of the week.
 - iii. Provide a phone number or numbers that can be reached 24 hours a day 7 days a week. Contractor must respond within 2 hours during 8 a.m. to 5 p.m. and within 3 hours during 5 pm. to 8 a.m.

2. Provide and service portable toilets on the South Beach

- B. Provide and place and service 1 standard unit near the fee shack on Royal St.
 - i. Serviced 1x weekly from July 10 to August 1.
 - ii. This unit is road accessible.
 - iii. Delivered July 9th, removed August 1.
days a week. Contractor must respond within 2 hours during 8 a.m. to 5 p.m. and within 3 hours during 5 pm. to 8 a.m.

3. Provide and service portable toilets at the Dock

- A. Provide and place and service 3 standard and 1 ADA units near the restrooms
 - i. Serviced July 16, 18, 20, 23, 27, and 31.



- ii. These are accessible by road.
- iii. Delivered July 9th, removed August 1.
- B. Provide and place and service 1 standard unit at the Dock near the fee station
 - i. Serviced weekly from July 10 to August 1.
 - ii. This is accessible by road.
 - iii. Delivered July 9th, removed August 1.
- C. Additional servicing
 - i. Provide price to perform 3 additional services for any of the units in A-B during the hours of 8 a.m. to 5 p.m. any day of the week.
 - ii. Provide a phone number or numbers that can be reached during 8 a.m. to 5 p.m. 7 days a week. Contractor must respond within 3 hours.

SCHEDULE B – ALL NON-ROAD ACCESSIBLE TOILETS

1. Provide and service portable toilets at the mouth of the Kenai River on the South Beach
 - A. Provide and place and service 9 standard and 1 ADA units near the mouth of the Kenai River on the South Beach.
 - i. Serviced daily from July 10 to August 1.
 - ii. Service area is not road accessible; access is via traveling on beach.
 - iii. Staging area for equipment (i.e. skid-steer type tractor, trailer, pumping equipment) is along Royal St. and is accessible.
 - iv. Delivered July 9th, removed August 1.
 - B. Additional Servicing
 - i. Provide price to perform 108 additional services for any of the units in A-B during the hours of 8 a.m. to 5 p.m. any day of the week.
 - ii. Provide price to perform 60 additional services for any of the units in A-B during the hours of 5 p.m. to 8 a.m. any day of the week.
 - iii. Provide a phone number or numbers that can be reached 24 hours a day 7

SCHEDULE C – ALL ROAD ACCESSIBLE DUMPSTERS

1. Provide and place and service one 6 yard dumpster in the parking lot of the Kenai Little League complex.
 - i. Serviced daily from July 10 to August 1.
 - ii. This is accessible by road.
 - iii. Delivered July 9th, removed August 1.
2. Provide and place and service two 6 yard dumpsters near existing restrooms at the end of South Spruce St.
 - i. Serviced daily from July 10 to August 1.
 - ii. This is accessible by road.
 - iii. Delivered July 9th, removed August 1.
3. Provide and service dumpsters at the Dock
 - A. Provide and place and service one, 6 yard dumpsters at the Dock.
 - i. Serviced twice weekly (Monday and Friday) from July 10 to August 1.
 - ii. These are accessible by road.
 - iii. Delivered July 9th, removed August 1.
 - iv. One of these dumpsters is already at the Dock under separate contract.



SCHEDULE D – ALL NON-ROAD ACCESSIBLE DUMPSTERS

1. Provide and service dumpsters on the North Beach

- A. Provide and place 12, 4 yard dumpsters and service 6 dumpsters at any given time spaced between the mouth of Kenai River & South Spruce St.
 - i. Serviced daily from July 10 to August 1.
 - ii. Service area is not road accessible; access is via traveling on beach.
 - iii. Staging area for the extra 6 dumpsters is in the parking lot (road accessible) at South Spruce St.
 - iv. Delivered July 9th, removed August 1.
- B. Additional Servicing
 - i. Provide price to perform 12 additional services for any of the units on North Beach during the hours of 8 a.m. to 5 p.m. any day of the week.
 - ii. Provide price to perform 12 additional services for any of the units on North Beach during the hours of 5 p.m. to 8 a.m. any day of the week.
 - iii. Provide a phone number or numbers that can be reached 24 hours a day 7 days a week. Contractor must respond within 2 hours during 8 a.m. to 5 p.m. and within 3 hours during 5 pm. to 8 a.m.
 - iv. Contractor may be called out to service any number of dumpsters. I.e. contractor may be called out to empty only 3 of the six dumpsters.

2. Provide and service dumpsters on the South Beach

- A. Provide and place and service 4, 6 yd dumpsters near the mouth of the Kenai River.
 - i. Serviced daily from July 10 to August 1.
 - ii. Service area is not accessible by road; access is via traveling the beach.
 - iii. Staging area for equipment (i.e. skid-steer type tractor, skid) is along Royal St.
 - iv. Delivered July 9th, removed August 1.
- B. Additional Servicing
 - i. Provide price to perform 10 additional services for any of the units in Schedule D during the hours of 8 a.m. to 5 p.m. any day of the week.
 - ii. Provide price to perform 10 additional services for any of the units in Schedule D during the hours of 5 p.m. to 8 a.m. any day of the week.
 - iii. Provide a phone number or numbers that can be reached 24 hours a day 7 days a week. Contractor must respond within 2 hours during 8 a.m. to 5 p.m. and within 3 hours during 5 pm. to 8 a.m.

EQUIPMENT & RESOURCES

- A. Bidder must provide a detailed outline of services, including but not limited to:
 - i. List of primary equipment and resources intended to be used for the routine servicing and delivery of portable units.
 - ii. List of backup equipment and a plan in the event of equipment failure. Particular focus and attention shall be given to how services will be performed on the South Beach due to its remoteness and difficulty traveling on the beach.

