

# Invitation to Bid

Project: Kenai Municipal Airport (KMA) Wheeled Loader and Attachments Replacement 2020

Release: May 20, 2020

Last day for Questions: June 2, 2020 by 12:00pm

Bids Due Date: June 10, 2020, no later than 12:00pm

Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: Director of Public Works Blank Page

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# Equipment Purchase: Kenai Municipal Airport (KMA) Wheeled Loader and Attachments Replacement 2020 Last Day for Questions: June 2, 2020 by 12:00pm Bid Due Date and Time: June 10, 2020 by 12:00pm

Scope of Work: Contractor shall supply and deliver a minimum 145 HP, 28,000 lb Wheeled Loader and associated attachments per the Specifications included with the Invitation to Bid Documents. Delivery of Wheeled Loader will be to City of Kenai shop facility within six months of executed contract and notice to proceed.

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

Publish: <u>Anchorage Daily News</u>- May 20, 2020 <u>Peninsula Clarion</u> – May 22, 2020 Blank Page

# 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.

Equipment Purchase: Kenai Municipal Airport (KMA) Wheeled Loader and Attachments Replacement 2020 Last Day for Questions: June 2, 2020 by 12:00pm Bid Due Date and Time: June 10, 2020 by 12:00pm

# 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 [N/A for this Project]

# 4. CONDITIONS AFFECTING THE WORK

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 <u>PublicWorks@kenai.city</u>.

# 5. SECURITY TO BE FURNISHED BY BIDDER [N/A for this Project]

# 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 <u>PublicWorks@kenai.city</u>. 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:
  - o Bid Form
  - Tax Compliance Certificate
  - Applicable Licenses
  - Non-Collusion Affidavit
- 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 <u>publicworks@kenai.city</u> 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 <u>not</u> 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.

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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. AIP Grant requirements do require acceptance of the lowest bid, if the City chooses to move forward with the Project as Bid.

# 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.

# 19. FEDERAL AVIATION ADMINISTRATION (FAA) ADVISORY CIRCULAR REQUIREMENTS

This contract shall comply with the applicable requirements as set forth in FAA AC 150/5220-20A Airport Snow and Ice Control Equipment and FAA AC 150/5370-10H Standard Specifications for Construction of Airports.

Instructions to Bidders Rev 2016-01-18

#### Kenai Municipal Airport Minimum 2.5 Cubic Yard Wheel Loader

#### DELIVERY: F.O.B. Kenai, AK

#### WARRANTY, SERVICE, AND PARTS DEALER: Located within 100-mile circle of Kenai, AK.

#### **GENERAL SPECIFICATION:**

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, four-wheel drive, minimum 2.5 cubic yard articulating wheel loader.

Unit shall include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

#### **APPLICATION:**

General wheel loader application and implement carrier. Severe weather application ranging from -50°F to 110 °F.

#### **DOCUMENTATION REQUIRED:**

A basic manufacturer's product brochure describing the unit being bid is to be provided.

#### **TYPICAL UNITS:**

CASE Model 621F or CATERPILLAR Model 926M or VOLVO Model L70H or equivalent provided all of the following minimum specifications are met.

#### 1 DELIVERY:

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
- 1.2 Dealer and vehicle identification.
- 1.3 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
- 1.4 The vehicle's crankcase, differential and transmission, and other fluid compartments shall befilled to the manufacturer's recommended capacity.
- 1.5 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
- 1.6 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery

#### 2 WARRANTY AND CLAIMS:

- 2.1 Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
- 2.2 The vendor must notify the City <u>within 24 hours</u> of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 2.3 Full (100%) Parts and Labor Warranty Coverage components for the first 12-months, at the assigned location, from the date the unit is placed in service.
- 2.4 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

- 2.5 Warranty on Attachments: Same as Standard Warranty Package.
- 2.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

#### 3 Authorized Warranty Dealer (Contractor):

3.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.

Provide name and address for each Authorized Warranty

Dealer for each location. (\*)

Provide contact name and contact information for

Warranty Administrator: (\*)

- 3.2 The ultimate responsibility for warranty lies with the contractor (bidder).
- 3.3 The City reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

#### **GENERAL SPECIFICATION:**

#### 1.0 POWER TRAIN:

- 1.1 Engine:
  - 1.1.1 Diesel, 4 cycle, liquid cooled, 145 HP net SAE J1349 HP minimum.
  - 1.1.2 The engine shall meet current EPA emission requirements.
- **1.2** Cooling System:
  - 1.2.1 Anti-freeze: Extended Life type, affording protection to -40 °F and shall be DELO extended life coolant (red) or equivalent.
  - 1.2.2 Cooling system shall include a petcock style drain for the lowest point(s) of the system.

#### **1.3** Intake System:

- 1.3.1 Air cleaner to be two (2) stage, dual element type.
- 1.3.2 Filter service indicator shall be dash mounted.
- **1.4** Exhaust System:
  - 1.4.1 Exhaust stack(s) to include elbow or rain cap.
- 1.5 Fuel System:
  - 1.5.1 Fuel fill shall be easily accessed.
  - 1.5.2 Fuel filter(s) shall be spin-on or cartridge type easily accessed.
- **1.6** Oil filters, hydraulic and engine oil, shall be spin-on or cartridge type with easy access.

- **1.7** Starting Aids:
  - 1.7.1 Automatic ether system, glow plugs or grid heater.
    - 1.7.1.1 <u>If</u> automatic ether injection system, to be wired through the starter button, include an engine safety sensor switch, and be installed in the engine compartment and to have maximum protection from the elements.
  - 1.7.2 Engine block heater, immersion type, highest wattage available, 110 volt AC (OEM if available). Power cord shall be routed to the Left rear of the engine compartment easily accessed.

#### 2.0 DRIVE TRAIN:

- 2.1 Transmission:
  - 2.1.1 Power shift or hydrostatic, forward and reverse.
  - 2.1.2 Transmission disconnect: To include either a valve control or brake pedal control or transmission neutralizing feature which will allow transmission to be engaged or disengaged when depressing brake or inching pedal as required for varying operating conditions.
- **2.2** Axles:
  - 2.2.1 Hydraulic locking differential in one (1) differential, minimum, or limited slip differential is acceptable. Torque proportioning is not acceptable.
  - 2.2.2 If equipped with limited slip rear differential and hydraulic locking front differential, the front axle-locking device can only be activated by the operator holding down on an activation pedal that is spring released.
- **2.3** To provide a forward speed of not less than 20 MPH with tires specified herein.
- **2.4** To provide a reverse speed of not less than 20 MPH with tires specified herein.

#### 3.0 CHASSIS:

- **3.1** Operating Weight: Minimum 28,000 pounds, per these specifications including GP bucket with bolt-on cutting edge, but without quick attach system.
- **3.2** Breakout Force (With general-purpose bucket listed in this specification): Minimum 22,000 pounds, per these specifications using the GP bucket with bolt-on cutting edge, but without quick attach system.
- **3.3** Full Turn Tip Load at 40 degree articulation (With general-purpose bucket listed in this specification): Minimum 15,000 pounds, per these specifications and using the GP bucket with bolt-on cutting edge, but without quick attach system. Bucket Hinge Pin
- **3.4** Lift Height: Minimum 150 inches, per these specifications using the GP bucket with bolton cutting edge, but without the quick attach system.
- 3.5 Tires:
  - 3.5.1 Four (4) each, 20.5x25, 12 Ply or greater radial tire specifically designed by manufacturer for snow and ice application on loaders. Example: Michelin X SnoPlus, Bridgestone Snow Wedge or equivalent.
  - 3.5.2 All wheels to include a protector ring.
- 3.6 Brakes:
  - 3.6.1 Service Brakes: To be wet (oil) disk.

- 3.6.2 Secondary (Back-Up) Braking System: Manually and/or automatically applied back-up braking system in the event of loss of service brake capacity.
- 3.6.3 Parking Brake:
  - 3.6.3.1 To be a spring applied hydraulic released or hand operated, mechanical parking brake independent of other braking systems, capable of holding machine on a 20% grade.
  - 3.6.3.2 To include parking brake warning light and audible warning device <u>or</u> a parking brake system with a transmission disconnect feature.
- **3.7** Emergency Steering System:
  - 3.7.1 To include supplemental emergency steering in compliance with SAE-J53 for steering during engine power loss.
- **3.8** Fenders: Front and rear, full width roading type, OEM.
- **3.9** Tow Hook: Shall be drawbar hitch pin type, with pin.
- **3.10** Lift Arm Kick Out: Automatic.
- **3.11** Bucket Leveling: Automatic.
- **3.12** To include hydraulic boom cushion or ride control system.

#### 4.0 ELECTRICAL SYSTEM:

- 4.1 24 volt start system.
- **4.2** To be negative ground system.
- **4.3** Alternator: 65 amp minimum.
- **4.4** Battery(s): Minimum of two (2) each, maintenance free 12-volt, each battery having a minimum 800 CCA.
- **4.5** Master electrical switch to cut off all power source from battery to starter and remainder of electrical system. (To be located where accessible, but not ordinarily visible to persons not familiar withmachine.)
- 4.6 Lighting System:
  - 4.6.1 Front headlights OEM LED or HID plus two (2) front work lights and two (2) rear work lights.
  - 4.6.2 Turn signals.
  - 4.6.3 Stop and taillights.
  - 4.6.4 Strobe Lights: Two (1) each *WHELEN* (Qty. 1) L31HAF4 (Amber) & (Qty. 1) L31HBF4 (Blue). To be mounted on top of the cab and visible from all directions.
  - 4.6.5 Lenses: Left to be amber and right to be blue in color.
  - 4.6.6 Wired into the 24-volt system.
  - 4.6.7 Strobe Switch: To have power when key is in on position only. Switch to remain in position after ignition key is turned off. When started to remain in last position.
- 4.7
- 4.7.1 Front headlights OEM LED or HID.
- 4.7.2 Work Lights top area of cab: Two (2) rear work lights and two (2) front work

lights HID or LED minimum.

- 4.7.3 Stop, turn, tail and backup lights shall be LED.
- 4.7.4 Dome light.
- 4.8 Strobe Lights:
  - 4.8.1 2 rear facing hood mounted or recessed Whelen Micro 400. Left Amber and right Blue.
  - 4.8.2 Rear strobes to be wired into single strobe light switch for cab mounted strobe lights.
  - 4.8.3 All wiring to be enclosed in non-metallic weatherproof loom.
  - 4.8.4 To be a 24-volt LED strobe light system.
- **4.9** Optional Electrical Package: (<u>The following is required to be priced</u>):
  - 4.9.1 Voltage Converter:
    - 4.9.1.1 24-volt systems require a 24-volt to 12-volt converter with a minimum of 20 amp continuous rating.
    - 4.9.1.2 Voltage converter's purpose is for communications radio(s). All other electrical including strobe and lighting systems are to be 24 volt.

#### 5.0 CAB:

- 5.1 Enclosed Roll Over Protection System (EROPS):
  - 5.1.1 OEM, fully enclosed, steel, insulated, sound suppressed, pressurized, "ROPS" (SAE J1040) cab with safety glass front windshield and safety or tempered glass on sides and/or rear windows. To be adequately sealed as to not allow unreasonable cold air or dust into cab.
- **5.2** Recirculating personnel heater (Minimum 30,000 BTU) with defroster(s). Defroster(s) to be zoned to front windshield wiper area(s), minimum. Caged defroster fans are not acceptable in lieu of the zoned system.
- 5.3 Air Conditioning: To be OEM.
- **5.4** Front and rear window wipers and washers. Wiper motors to be highest capacity available from OEM. To include OEM intermittent feature on front minimum.
- 5.5 Sun visor required multi-level, dark tint or solid.
- **5.6** Operator's Seat: 6-way adjustable, cloth or cloth covered, air suspension type with seat belt.
- 5.7 Lockable doors.
- **5.8** Mirrors: To include an interior mounted convex rear view mirror and outside cab mounted WEST COAST style heated mirrors with lower parabolic.
- 5.9 Back-Up Camera, OEM
- 5.10 Horn: Electric or air.
- **5.11** High engine idle control capability, operator controlled or automatic.

#### 6.0 INSTRUMENTATION:

6.1 All gauges as noted below shall read in U.S. units of measure (not metric) at time of

delivery.

- 6.2 Gauges and/or indicators, as a minimum, shall include, in easy view of the operator:
  - 6.2.1 Hour Meter: Running engine activated.
  - 6.2.2 Amp meter or volt meter gauge, or alternator malfunction indicator.
  - 6.2.3 Engine Coolant:
    - 6.2.3.1 High temperature (to include visual warning system).
    - 6.2.3.2 Low level (to include visual warning system).
  - 6.2.4 Engine oil pressure (to include visual warning system).
  - 6.2.5 Air pressure gauge or indicator, if applicable.
  - 6.2.6 Transmission oil temperature gauge or indicator.
  - 6.2.7 Air filter restriction gauge or indicator.
  - 6.2.8 Parking brake "ON" indicator with audible warning <u>or</u> a parking brake system with a transmission disconnect feature.
  - 6.2.9 Fuel gauge.

#### 7.0 HYDRAULIC FLOW:

7.1 40 gallons per minute.

#### 8.0 HYDRAULICS:

- 8.1 Three (3) Spool with Diverter or Four-Spool Valve System is required.
- **8.2** This would include controls and plumbing, including quick disconnects, out to the front of the unit.
- **8.3** To include valves, controls and lines necessary for installation and full operation of options ordered or end users existing attachments.
- **8.4** Diverter valve is only acceptable on the 3rd valve when multi-purpose heavy-duty plow is ordered.
- 8.5 Lift circuit to be Joystick controlled and include float.
- **8.6** Hydraulic quick disconnects must be pressure rated and sized to allow proper flow. Quick disconnects to be Stucchi GR Plate Series style with matching Stucchi GR Plate Series style for implement, all with end cover plates.
- 8.7 Hydraulic lines must be secured and wrapped in wear areas to prevent chaffing.
- **8.8** Hydraulic Hose: To be arctic grade (- 40 °F, minimum).

#### 9.0 ATTACHMENTS:

- 9.1 Quick Attach System:
  - 9.1.1 (\*) To be equipped with a Weldco-Beales WLKAT design, Cat Fusion or similar equivalent quick attach system to allow the hitch assembly to pickup various different attachments for similar machine sizes regardless of boom pin heights, dump and rollback geometry.
  - 9.1.2 All functions to be controlled from in the cab by the operator.

- 9.2 General Purpose Bucket:
  - 9.2.1 Capacity: 2.5 cubic yard SAE heaped, minimum.
  - 9.2.2 Width: To be equal to or greater than host unit, but not greater than 104 inches.
  - 9.2.3 To include replaceable bolt-on cutting edge with OEM standard AASHTO punching.
  - 9.2.4 To include lifting eyes or hooks on each top corner and center top of bucket.
  - 9.2.5 To include compatible quick attach back plate.
- **9.3** Snow Bucket: (OPTIONAL ITEM, Pricing is required):
  - 9.3.1 Capacity: 6.5 cubic yard SAE heaped, minimum.
  - 9.3.2 Width: To be equal or greater than host unit width but not to exceed 104 inches.
  - 9.3.3 To include replaceable bolt-on cutting edge with OEM standard AASHTO punching.
  - 9.3.4 To include lifting eyes or hooks on each top corner and center top of bucket.
  - 9.3.5 To include compatible quick attach back plate.
  - 9.4 Full "U" Dozer Blade (OPTIONAL ITEM, Pricing is required):
    - 9.4.1 Width: 11-foot (132 inches) minimum.
    - 9.4.2 Height: 5 foot (60 inches) minimum.
    - 9.4.3 Depth: 4-foot (48 inches) minimum, measured from front of blade to tip of wing.
      - 9.4.3.1 Cutting Edge: Carbide hard faced on front, bullnose carbide insert and reversible. Punching: To have spacing of (3-3-12-12 12 12-3-3) on the center section and on the wing sections.
    - 9.4.4 Skid Shoes:
      - 9.4.4.1 To include replaceable, bolt on, and adjustable skid shoes with carbide wear strips.
- 9.5 Multi-Purpose Heavy-Duty Plow (<u>OPTIONAL Pricing is required</u>).
  - 9.5.1 To be front mounted (multi-directional) with full hydraulic controls. To be *CWS*, *HENKE*, *PSM*, or *WELDCO-BEALES* or *equivalent*, provided all of the following specifications are met.
  - 9.5.2 To be sized appropriately for machine.
  - 9.5.3 To include adjustable and replaceable mushroom design shoes.
  - 9.5.4 Blade angle cylinders to include accumulator system or hydraulic cross-over relief(s).
  - 9.5.5 Hydraulic quick disconnects must be pressure rated and sized to allow proper flow. Stucchi GR Plate Series style quick-couplers as above.
  - 9.5.6 Hydraulic lines must be secured and wrapped in wear areas to prevent chaffing.
  - 9.5.7 Cutting Edge to be carbide hard faced on front, carbide insert at bottom and

reversible to maximize wear performance or equivalent.

- **9.6** Pallet Forks, 5-Foot (<u>OPTIONAL Pricing is required</u>):
  - 9.6.1 To be sized appropriately for loader
  - 9.6.2 Tine Length: 60 inches.
  - 9.6.3 Tine Spread: Adjustable to minimum 90 inches.
  - 9.6.4 Tine locks (width and swing) to be included.
  - 9.6.5 Full width carriage backrest to be included.

#### 9.7 Payload Technology:

9.7.1 OEM to weight material in bucket.

#### 9.8 Rear Counterweights:

9.8.1 To include the heaviest OEM standard counterweight(s), for wheel loader offered. A special log loading application counterweight, wheel weights, and filled tires, would not be required.

#### TRAINING:

- **10.0** To include a minimum of hour (4) hours of operator training including the following, as a minimum applicable agenda:
  - 10.0.1 Operating procedures per operating manual.
  - 10.0.2 Break-in procedures.
  - 10.0.3 Equipment limitations.
  - 10.0.4 Operator maintenance.
  - 10.0.5 Before operations checks and lubrication.
  - 10.0.6 Safety.
  - 10.0.7 Cold weather operations.
  - 10.0.8 Jump starting.
  - 10.0.9 Welding on equipment.
  - 10.0.10 Towing or transporting equipment.
  - 10.0.11 Instruments and controls.
  - 10.0.12 Gauge interpretation.
  - 10.0.13 Equipment operation, Do's and Don'ts.
  - 10.0.14 Attachment operation, Do's and Don'ts.
- **10.1** To include a minimum of eight (8) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:
  - 10.1.1 Electronics.
  - 10.1.2 Electrical.
  - 10.1.3 Hydraulics.
  - 10.1.4 Air system.
  - 10.1.5 Drive train.

10.1.6 Engine and transmission electronics.

#### **11.0 PUBLICATIONS:**

- 11.1 Paper publications are to be received by the City no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the City of Kenai. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
  - 11.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.

#### 11.2 Service Manuals:

- 11.2.1 Complete set(s) to include applicable information covering prime unit and attachments:
- 11.2.2 Body, chassis, and electrical
- 11.2.3 Engine, transmission, and differential(s) (service and rebuild)
- 11.2.4 Electrical and vacuum troubleshooting
- 11.2.5 Wiring diagrams
- 11.2.6 Service specifications
- 11.2.7 Engine/emission diagnosis

#### 11.3 Parts Manuals:

- 11.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the City of Kenai may order them from the manufacturer and bill the contractor for the full cost, including shipping.
- 11.3.2 Parts manuals are to be customized by serial number.
- **11.4 Operator's Manuals: 2** complete set(s) to include prime unit and attachments.
- **11.5 Manuals:** To be delivered to, and receipt signed by Shop Foreman. All manuals as described above to be delivered in hard paper copies as well as pdf electronic format on one thumb drive.

#### 11.6 MISCELLANEOUS:

- **11.7** Hydraulic Hose: To be arctic grade (-40 °F, minimum).
- **11.8** Special Lubricants: <u>If</u>, for warranty purposes, manufacturer's specific lubricants are required, vendor is to provide these lubricants, or provide, at time of delivery, a cross reference chart between manufacturer's lubricants and any name brand and readily available equivalents.
- 11.9 Radios:
  - 11.9.1 1 ea. OEM AM/FM Bluetooth radio with OEM speakers and 1 ea. I-COM Mod. IC-A110 VHF air band transceiver. Radios to be end user installed.
  - 11.9.2 1 antenna by Maxrad part # MWB1320 and 1 antenna by Tram part # 1115 both with roof mount type hardware. Antennas to be end user installed.
- **11.10** Backup Alarm: Electronic, self-adjusting sound level, OSHA approved, located on rear of unit per manufacturer's recommendations.
- **11.11** SMV Emblem: Shall include metal slow moving vehicle emblem.
- **11.12** Paint: Manufacturer's standard yellow.

- **11.13** Delivery Reminder: The City does not take delivery until the unit is complete, meeting all required specifications, and is assembled (by the bidder or the bidder's subcontractor).
- **11.14** An inspection of the unit will be conducted at FOB Kenai to assure that the unit meets specifications.
- **11.15** (OPTIONAL ITEM), Pricing is required) Diagnostic and repair software for unit being bid to include Engine, Transmission, Hydraulics and electrical. Must be a minimum 12 month subscription with renewals purchased on an as needed basis. Diagnostics with the above parameters accessed through the equipment display are acceptable.
- **11.16** (OPTIONAL ITEM, Pricing is required ) Laptop for Diagnostic software. Diagnostics accessed through the equipment display are acceptable.
- **11.17** (OPTIONAL ITEM, Pricing is required) Telematics:
  - 11.17.1 (\*) Detailed information on type of system (i.e. cellular, satellite, web based, etc.) terms, conditions, and capabilities of telematics offered and length of any free initial subscription and rates for subsequent subscriptions are required.

END OF SPECIFICATION

# Supplemental Contract

Provisions for FAA Compliance

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#### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### Timetables

Goals for minority participation for each trade:	2.0%
Goals for female participation in each trade:	2.0%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Kenai, AK 99611 within the Kenai Peninsula Borough.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [*Contractor / Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor / Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor / Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor / Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor / Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

# **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as nondomestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

## GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

# **Title VI Solicitation Notice:**

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

# **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration another who fails or refuses to furnish the information, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the interests of the interests of the United States.

#### CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

# COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

# DISADVANTAGED BUSINESS ENTERPRISES

#### Contract Assurance (§ 26.13) -

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;

- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [30] days from the receipt of each payment the prime contractor receives from the City of Kenai. The prime contractor agrees further to return retainage payments to each subcontractor within [30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Kenai. This clause applies to both DBE and non-DBE subcontractors.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

#### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

# **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their

subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

#### CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark ( $\checkmark$ ) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.

- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- 1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
- 2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- 3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- 4. Fails to comply with material provisions of the Contract;
- 5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- 6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default. If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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#### 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, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), 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. Non-Collusion Affidavit
- 4. Buy American Compliance / Waiver Documentation

#### 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. Schedule / Production Time Line
- 3. 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: Wheeled Loader shall be delivered to the City of Kenai's Shop, located at 550 Daubenspeck Circle, Kenai, AK 99611 in fully operational condition within six months of contract award and notice to proceed.

<u>Liquidated Damages</u>. Liquidated damages may be charged at Three Hundred (\$300.00) 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.

#### **EXECUTION OF BID**

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

I have received the Bid Documents for the Project: Kenai Municipal Airport (KMA) Wheeled Loader and Attachments Replacements 2020

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.

**BASE BID TOTAL:** (All work as required in the base Bid in accordance with Specifications and Drawings)

- A. Make, Model, Year:
- B. Total Bid F.O.B. Kenai, AK: \$\_\_\_\_\_

(Amount Written in Words)

#### **Optional Requested Bid Items for Owner's consideration**

Electrical Package per Section 4.9	\$
Snow Bucket per Section 9.3	\$
Full "U" Dozer Blade per Section 9.4	\$
Multi-Purpose Heavy-Duty Plow per Section 9.5	\$
Pallet Forks, 5 Foot per Section 9.6	\$
Diagnostic & Repair Software per Section 11.15	\$
Laptop / Display for Diagnostic Software per Section 11.16	\$
Telematics per Section 11.17	\$

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

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Kena	mpliance Ce i Peninsula E	Boroug			
FI 144 N. Binkley Street Soldotna, Alaska 99669-7 www.kpb.us	nance Departr <sup>599</sup>	Phor	ne: (907) 714- or: (907) 714- ax: (907) 714-	2175	
1.) Fill in all information requeste	ed. 2.) Sign and date. 3	.) Submit wit	h solicitation, or	other.	For Official Use Only
Reason for Certificate:			For Departm	ent:	
Solicitation Oth	er:		Dept. Conta	ct:	
Business Name:			1		
Business Type:	🗌 Individual 🗌	] Corporatio	on 🗌 Partne	rship 🗌 Ot	her:
Owner Name(s):					
Business Mailing Address:					
Business Telephone:			Business Fax:		
Email:					
REAL/PERSONAL/BUSINESS	ACCT. NAME		TAX ACCOL YEAR LAST P		BE COMPLETED BY KPB) BALANCE DUE
KPB Finance Department (signa	ture required)		ate	_       In Compli	ance 🗌 Not in Compliance
SALES TAX AC	COUNTS		TAX ACCOU	NTS/STATUS (TO	BE COMPLETED BY KPB)
ACCI. NO.	ACCT. NAME		FILED THRU	M/F's	BALANCE DUE
KPB Sales Tax Division (signature	e required)		ate	_ 🗌 In Compli	ance 🗌 Not in Compliance
	me of Applicant)		(Title)	, h	ereby certify that, to the
best of my knowledge, the abo	ove information is correc		Date)	Signature of A	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. Blank Page

#### **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:

#### KMA Wheeled Loader 2020

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
ACKNOWL	EDGMENT
STATE OF ALASKA	
)ss THIRD JUDICIAL DISTRICT )	
The foregoing instrument was a, 201, by	cknowledged before me this day of
	NOTARY PUBLIC for State of Alaska My Commission Expires:

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Contractor's	Printed	Name:
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Contractor's Fed. Tax ID #:



#### THE CITY OF KENAI SHORT FORM AGREEMENT

This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236

CONTRACTOR WILL PROVIDE THE CITY OF KENAI THE FOLLOWING SERVICE(S);

**Interpretation:** The following documents are incorporated herein by reference and shall be given the following order of precedence:

1. Addenda

2. Bid Specifications / Drawings / Instructions to Bidders

3. This Short Form Agreement

4. General Conditions (See page two / reverse of this form if double sided)

5.Contractor's Bid

Contractor's compensation will be (In words and numbers):

Time of commencement and completion:

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE GENERAL CONDITIONS				Contractor's Address & P	hone / Fax Numbers:
Contractor's Signature		Date			
Recommended by:		Purchase Order Number:	Арр	proved by City Manager:	
Signature	Date		Sigr	ature	Date

Short Form Agreement

#### **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 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.

## 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 Do (\$) in lawful money of the United States, for the payment of which sum well truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and seve firmly by these presents.	
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain cor with the Owner, dated the day of, 202_, a copy of which is hereto attached and ma	

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.

part hereof for the construction of:

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

	(Principal)	(SEAL)
	(Principal Secretary)	
ATTEST:	BY	
(Witness as to Principal)	(Address)	
(Address)		
	(Surety)	(SEAL)
ATTEST:	BY (Attorney-in-Fact	t)
(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 [(\$) in lawful money of the United States, for the payment of which sum w truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and se firmly by these presents.	
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain c with the Owner, dated the day of, 202_, a copy of which is hereto attached and r	

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.

Payment Bond Rev 2013-03-04

part hereof for the construction of:

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

	(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: Kenai Municipal Airport (KMA) Wheeled Loader and Attachments Replacements 2020

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	e has been e	executed this	day of	<u>,</u>
202						

(Contractor's signature)

Title\_\_\_\_\_

#### ACKNOWLEDGMENT

) ss

)

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this	day of,	202, before the
undersigned, a Notary Public in and for the	State of Alaska, duly commi	issioned and sworn,
personally appeared		, who,
having produced satisfactory evidence of ider	ntification, and having acknow	ledged 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.)



## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

<b>PROJECT:</b>	 	 
<b>CONTRACT DATE:</b>		

#### **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 \_\_\_\_\_, 202\_\_\_\_.

(Surety)

(Signature of authorized representative)

(Printed name and title)

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
) ss.

)

Notary Public for \_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# **NOTE TO SURETY:** ATTACH PROOF OF POWER OF ATTORNEY OR OTHER DOCUMENTATION DEMOSTRATING SIGNATORY MAY BIND SURETY

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 **STATE OF ALASKA** No. Effective: \_\_\_\_\_ **DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC** Expires: \_\_\_

PARTMENT OF COMMERCE, COMMUNITY & ECONOM DEVELOPMENT Division of Occupational Licensing

**Division of Occupational Licensing** 

Certifies that

# **COMPANY NAME**

Is a Registered

Specialty

Commissioner: \_\_\_\_\_

ACORD

1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AND	ELY OR NEGATIVELY AMENE RANCE DOES NOT CONSTITU THE CERTIFICATE HOLDER.	), EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY THE ISSUING INSURER(S),	THE POLICIES AUTHORIZED	
IMPORTANT: If the certificate holder is the terms and conditions of the policy, c certificate holder in lieu of such endorses	ertain policies may require an	e policy(ies) must be endorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WAIN his certificate does not cont	/ED, subject to fer rights to the	
PRODUCER		CONTACT NAME:				
Roetline jallee	PHONE					
		(A/C. No. Ext): E-MAIL ADDRESS:				
					11410 #	
			SURER(S) AFFUI	RDING COVERAGE	NAIC #	
INSURED		INSURER A 2				
INSURCO	INSURER B :					
	INSURER C :					
	INSURER D :					
e	INSURER E :					
		INSURER F :				
	FICATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH DO	JIREMENT, TERM OR CONDITION RTAIN, THE INSURANCE AFFOR SEICLES, LIMITS SHOWN MAY HAV	OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO WHICH THIS	
INSR TYPE OF INSURANCE	SR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
GENERAL LIADICITY	4			EACH OCCURRENCE \$	1,000,000	
X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
A CLAME MADE X OCCUR	xx			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-				S S	2/000/000	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	1 000 000	
				(Ea accident) \$ BODILY INJURY (Per person) \$	1,000,000	
		1		BODILY INJURY (Per accident) \$	**	
AUTOS AUTOS NON-OWNED		1	× ×			
HIRED AUTOS AUTOS		[		(Per accident)		
				Underinsured motorist \$	1,000,000	
X UMBRELLA LIAB OCCUR				EACH OCCURRENCE \$		
A EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	4,000,000	
DED TRETENTION\$ 10,000				\$	and such that we shall be a second	
A WORKERS COMPENSATION				X WC STATU- TORY LIMITS ER		
ANY PROPRIETORY ANTRE/EXECUTIVE				E.L. EACH ACCIDENT \$	1,000,000	
(Mandatory in NH)		104 A		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	s Schedule, if more space is	s required)		Sa Anno and Suar Saminin Carrantee State (	
Re: PROJECT NAME						
					4	
The Certificate Holder is a Ac						
respect to work done by or on i						
Holder is granted Waiver of Sub policies as respects the refere		ar hiabitity,	AUCOMOD11	e and workers, comp	ensacion	
borrers as res <del>pects the feros</del> t	medu project					
		CANOCI LATION				
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.					
Public Works 210 Fidalgo Ave Kenai, AK 99611		AUTHORIZED REPRESENTATIVE				
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-	The ACORD name and logo a	re registered marks	of ACORD			