

### **ADDENDUM NO. 1**

## This addendum consists of 6 pages

TO: All RFP Packet Holders

**FROM:** City of Kenai Public Works Department

**DATE:** September 9, 2020

**SUBJECT:** Request for Proposal – Winter Grading Equipment Lease

DUE DATE: September 16, 2020, by no later than 12:00 PM

Proposers must acknowledge receipt of this Addendum within their proposal. Failure to do so may result in the disqualification or rejection of the proposal.

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

01-01 Plan Holder Question

Looking at your bid spec it requires 2 of the same make and model My question is will a 14M Caterpillar and a 140M caterpillar be acceptable?

Response: Yes the City will consider this as acceptable. Both units must still comply with the requested specifications.

#### 01-02 New Attachments

Please see attached sample short form contract, tax compliance form, business license sample, insurance certificate sample. The successful proposer will be required to submit these documents during contract execution, but not as part of the proposal submission.

## **End of Addendum 1**

Contractor's Printed Name:  Contractor's Fed. Tax ID #:	**** All-America City	THE CITY OF KI SHORT FORM AGR This agreement is not valid until proper and accompanied by a valid City of b	EEMENT rly signed by the parties	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENA	AI THE FOLLOW	ING SERVICE(S);		
Interpretation: The following documents are incorpord. Addenda 2. Bid Specifications / Drawings / Instructions to Bidde 3. This Short Form Agreement 4. General Conditions (See page two / reverse of this 5. Contractor's Bid	ers		g order of precedence:	
Contractor's compensation will be (In words and num	bers):			
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 Addre	ss & Phone / Fax Numbers:
Contractor's Signature		Date		
Recommended by:	Purchase Orde	er Number:	Approved by City Manag	ger:
Signature Date			Signature	Date

Short Form Agreement Revised 4-4-2013

#### **GENERAL CONDITIONS**

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

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

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

#### Section 4. Equal Employment Opportunity.

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

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

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

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

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

#### Section 9. Termination.

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

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

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

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

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

Short Form Agreement Revised 4-4-2013

# Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street Soldotna, Alaska 99669-7599 www.kpb.us Phone: (907) 714-2197 or: (907) 714-2175 Fax: (907) 714-2376

www.kpb.us	,	`	) 714-2173 ) 714-2376		
1.) Fill in all information requested.	2.) Sign and date. 3.) Subi	mit with solicita	tion, or other.	For Official Use O	nly
Reason for Certificate:		For De	partment:		
☐ Solicitation ☐ Other:		Dept.	Contact:		
Business Name:					
Business Type:	☐ Individual ☐ Corp	ooration 🗌	Partnership	Other:	
Owner Name(s):					
Business Mailing Address:					
Business Telephone:		Busines	s Fax:		
Email:					
As a business or individual, have Peninsula Borough? (If yes, please Yes No Kenai Peninsu contracting to do business with the will be awarded to any individual several areas of taxation.	supply the following according Borough Code of Ordine Kenai Peninsula Boroug	ount numbers a inances, Chap gh be in compl	ind sign below. ter 5.28.140, req iance with Boro	If no, please sign below uires that businesses/ind ugh tax provisions. No c	v.) dividuals contract
REAL/PERSONAL/BUSINESS PRO	PERTY ACCOUNTS	TAX	ACCOUNTS/STATU	S (TO BE COMPLETED BY KI	PB)
ACCT. NO.	ACCT. NAME		YEAR LAST PAID BALAI		
KPB Finance Department (signature	required)	Date		ompliance 🗌 Not in Co	mpliance
SALES TAX ACCOL	JNTS	TAX		<b>\$</b> (TO BE COMPLETED BY KF	РΒ)
ACCT. NO.	ACCT. NAME	FILED TH	HRU M/	BALANCE	DUE
			□ In C	ompliance 🗌 Not in Co	mpliance
KPB Sales Tax Division (signature re	quired)	Date		mphance   Norm Co	mphance
CERTIFICATION: I,(Name of	of Applicant)	the	(Title)	, hereby certify that,	to the
best of my knowledge, the above			(me) •		

Signature of Applicant (Required)

(Date)

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.

PLE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

ACORD 25 (2010/05)

210 Fidalgo Ave Kenai, AK 99611

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