



Invitation to Bid

Project: 2021 Kenai Municipal Airport (KMA) Sand Screening

Release: February 21, 2021

Last day for Questions: March 12, 2021 by 12:00pm

Bids Due Date: March 24, 2021, no later than 12:00pm

Kenai Municipal Airport

305 N Willow St. Ste. 200

Kenai, AK 99611

ATTN: Airport Administration

Or by email at ebrincefield@kenai.city

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Attachments: Specifications



Advertisement for Bid

Project Name: 2021 Kenai Municipal Airport (KMA) sand screening

Last Day for Questions: March 12, 2021 by 12:00pm

Bid Due Date and Time: No later than 12:00pm March 24, 2021 at Kenai Municipal Airport Administrative Office, 305 N Willow St. Ste. 200 Kenai, AK 99611 or email at ebrincefield@kenai.city

Scope of Work: The Kenai Municipal Airport (KMA) seeks assistance with screening of Airport owned sand in compliance with Federal Aviation Administration (FAA) requirements. Sand will be used for traction control on Airport runway, taxiways, aprons, and parking areas, etc. Contractor shall mobilize to the site and screen from Owner's supplied stockpile, 6000 CY of finished sand. Access to site is available to contractor anytime between May 1, 2021 and September 15, 2021. See specification for a complete list of details.

Bidders should contact the Airport Administrative Office at (907) 283-8281 to be placed on the plans holders list. Questions may be submitted to ebrincefield@kenai.city.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Airport Administrative Office at the address above. Bid documents can be obtained at the Kenai Airport Administrative Office.

Publish: Anchorage Daily News- February 21, 24, 28 & March 3, 2021
 Peninsula Clarion – February 21, 24, 28 & March 3, 2021

INSTRUCTION TO BIDDERS

General: These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact Airport Administration by phone (907) 283-8281 or by email at ebrincefield@kenai.city.

Project Name: 2021 Kenai Municipal Airport (KMA) Sand Screening

Last Day for Questions: By 12:00pm March 12, 2021

Bid Due Date: No later than 12:00pm March 24, 2021

Objective: Stock pile of FAA spec'd sand for airfield operations.

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

Contractor shall mobilize to the site and screen from Owner's supplied stockpile, 6000 CY of finished sand that meets FAA requirements. (Attached Exhibit A). Access to site is available to contractor anytime between May 1, 2021 and September 15, 2021. The screening plant must be a Powerscreen Mark 2 or Warrior 600 or equivalent.

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

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

Questions: Questions regarding this project should be directed to Erica Brincefield, Airport Administration, and submitted via email to ebrincefield@kenai.city. Questions must be received by noon 12:00pm on March 12, 2021.

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

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

Contracts: This project will be accomplished through a City of Kenai short form contract (sample attached). This project is subject to the provisions of the State of Alaska, Title 36, Minimum Wage Rates and Notice of Work/Notice of Completion Requirements and will require certificates of

insurance. Insurance requirements are \$1,000,000 for both commercial general liability (CGL) and auto, \$1,000,000 for errors and omissions (E&O) if required by contract. See attachment Sample Contract.

Bid Due Date: Bids shall be submitted no later than noon 12:00pm on March 24, 2021.

Bid Form

Price for Contractor to mobilize to site a Powerscreen Mark 2 or Warrior 600 or equivalent and screen from Owner's supplied stockpile, 6000 CY of finished sand that meets FAA requirements.

LS \$ _____

Company Name: _____

Contact: _____

Phone: _____

Signature: _____ Date: _____

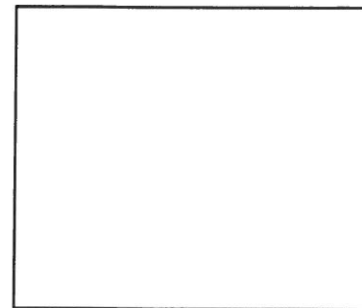
Tax Compliance Certification

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



1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.

For Official Use Only

Reason for Certificate:		For Department:	
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			
Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Other:			
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below. If no, please sign below.)

☐ Yes ☐ No Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

KPB Finance Department (signature required)

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

KPB Sales Tax Division (signature required)

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

Date ☐ In Compliance ☐ Not In Compliance

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

Signature of Applicant (Required)

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

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid)

I, _____ of _____,
Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who propose on the Contract to be executed by the City of Kenai, for the construction of that certain project designated as:

2021 Kenai Municipal Airport Sand Screening

located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

Signature

Name

Title

Date

ACKNOWLEDGMENT

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

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, 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 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

SAMPLE

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

ALASKA BUSINESS LICENSE

The licensee named below holds Alaska Business License Number _____
Covering the period of: _____ through _____
Line of Business: _____

COMPANY NAME

ADDRESS

Owner:
NAME OF OWNER

This license shall not be taken as permission to do business in the state without having complied with
The other requirements of the laws of the State of Alaska or of the United States.

Alaska Department of Commerce, Community, and Economic Development
Commissioner: _____

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

SAMPLE

No. _____
Effective: _____
Expires: _____

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC
DEVELOPMENT
Division of Occupational Licensing

Division of Occupational Licensing

Certifies that

COMPANY NAME

Is a Registered

Specialty

Commissioner: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	☒ ☒				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO- ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY					PRODUCTS - COMPROP AGG \$ 2,000,000
	☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	☒ ☒			BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	☒ EXCESS LIAB	☐ OCCUR				Underinsured motorist \$ 1,000,000
	☐ RETENTION \$ 10,000	☒ CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	☒ ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		☒			E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PROJECT NAME

The Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf of the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project.

CERTIFICATE HOLDER

CANCELLATION

City of Kenai
Public Works
210 Fidalgo Ave
Kenai, AK 99611

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

AUTHORIZED REPRESENTATIVE