

PROJECT MANUAL

**CITYWIDE BUILDINGS SNOW REMOVAL CONTRACT**



**PROJECT # SOLM 20-04**

PLANS AND SPECIFICATIONS AVAILABLE: SEPTEMBER 14, 2020

**BIDS DUE: SEPTEMBER 28, 2020 3:20 PM**

**OWNER:**

CITY OF SOLDOTNA  
177 N. BIRCH STREET  
SOLDOTNA, AK 99669  
(907) 262-9107

**ADMINISTERED BY:**

CITY OF SOLDOTNA  
MAINTENANCE DEPARTMENT  
ATTN: MAINTENANCE MANAGER  
(907) 262-4672

## **TABLE OF CONTENTS**

### **SECTION A      BIDDING DOCUMENTS**

Invitation to bid  
Instructions to bidders  
Bid form  
Bid Schedule  
Tax compliance form

### **SECTION B      CONTRACT DOCUMENTS**

Agreement  
Insurance  
Lien Release

### **SECTION C      SPECIAL PROVISIONS**

# **SECTION A**

## **BIDDING DOCUMENTS**

Invitation to bid

Instructions to bidders

Bid form

Bid Schedule

Tax compliance form

INVITATION TO BID  
CITY OF SOLDOTNA  
177 N Birch  
SOLDOTNA, ALASKA 99669  
Phone 907•262•9107

Sealed bids will be received for the furnishing of all labor, materials, and equipment for the project listed below. Bids must be submitted to the City Clerk at the above address on or before the local time and date listed below. All bids will be publicly opened and read aloud at Soldotna City Hall. The project title and bidder's name and address shall be shown on the outside of the envelope containing the bid proposal.

**PROJECT TITLE:**  
**City of Soldotna**  
**Citywide Buildings Snow Removal Contract**

**Anticipated Scope of Work**

Contractor agrees to provide all labor, material, equipment and supervision for snow removal and related services at Soldotna City Hall, Soldotna Police Department, Soldotna Visitors Center and Joyce M. Carver Memorial Library.

**Plans & Specifications Available:** September 14, 2020  
**Bid Opening:** September 28, 2020 at 3:20 PM local time City Hall

The project documents may be obtained for bidding purposes from the City of Soldotna upon a non-refundable fee of \$10.00. An additional non-refundable fee of \$10.00 will be required if mailing is requested. Project documents may be downloaded from the City of Soldotna web site at [www.soldotna.org](http://www.soldotna.org). To bid on City of Soldotna projects and/or to receive project addendums, you must be on the planholders list. To be placed on the planholders list, please contact Shelly Frost either by phone (262-4672) or email ([sfrost@soldotna.org](mailto:sfrost@soldotna.org)). Downloading projects from the City web site does **not** automatically put you on the planholders list.

*Peninsula Clarion: September 13<sup>th</sup> & 15<sup>th</sup>, 2020*

## **INSTRUCTIONS TO BIDDER**

### **1. GENERAL**

These instructions specify the form and procedures for the submission of a complete and acceptable bid. (See Bid Form.)

### **2. EVIDENCE OF QUALIFICATIONS**

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

### **3. BIDDER QUALIFICATIONS**

Before the Bid is considered for award, the City Manager reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Contractor's Questionnaire and/or a current financial statement prepared by a Certified Public Accountant. The City Manager shall determine whether a Bidder is responsible on the basis of the following criteria:

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

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

### **4. CONDITIONS AFFECTING THE WORK**

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

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Bidding 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 material required for bidding purposes by these documents is absent, the bidder is required to notify the Maintenance Manager by facsimile 1-866-596-0273, or by e-mail to [ssundberg@soldotna.org](mailto:ssundberg@soldotna.org)

## **5. 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 bidders are required to furnish, on the Bid Form, a current, valid Contractor's License, Specialty Contractor License (if applicable), and Alaska Business License numbers. Failure to submit all required information on the Bid Form may result in rejection of the Contractor's bid.

## **6. INSURANCE**

Contractor shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both Contractor and City against liability that may accrue against them or either of them in connection with the performance of Contractor, its employees, subcontractors, agents or other representatives under this agreement.

1. Insurance in at least the required statutory amounts covering claims under Worker's Compensation, disability benefit and other similar employee benefit acts; and
2. Public liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000 to include the Broad Form Liability Endorsement; and
3. Automotive liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000 to include coverage for all owned, non-owned, and hired vehicles; and
4. The City of Soldotna shall be named as an additional insured on all insurance coverage required under this contract.

The Contractor shall furnish to the City of Soldotna a certificate of insurance showing compliance with the above requirements before commencement of any work. The above insurance shall be maintained for the duration of the project. Certificates of Insurance shall be delivered to, or mailed to:

City of Soldotna  
ATTN: Maintenance Dept. Manager  
340 Arbor Ave  
Soldotna, Alaska 99669

## **7. TAX COMPLIANCE CERTIFICATE**

No contract will be awarded to any individual or entity that is in violation of the tax laws of the Kenai Peninsula Borough. The *Tax Compliance Certificate* must be signed by the bidder and submitted with the bid. Bids submitted without a completed *Tax Compliance Certificate* may be considered non-responsive.

## **8. LOCAL PREFERENCE**

Section 3.06.060 of the Soldotna Municipal Code provides that the award of a construction contract shall generally be made to the lowest responsible Bidder after advertising for bids, except that a bid shall be awarded to a local Bidder if the bid is not more than five percent (5%) higher than the lowest nonresident Bidder's bid. A "local Bidder," for the purpose of bid awards under this section, is defined as a person who:

- A. Holds a current Alaska Business License, Kenai Peninsula Borough Sales Tax Certification for Registration and who is not in delinquency with respect to any State or local tax assessment or user charge; and
- B. Submits a bid for goods or services under the name as appearing on the person's current Alaska Business License; and
- C. Has maintained a place of business within the Kenai Peninsula Borough for a period of six (6) months immediately preceding the date of the bid.

The provisions of this section relative to a "local Bidder" do not apply when the difference between the lowest responsible bid and the next to the lowest bid is greater than Five Thousand dollars (\$5,000).

## **9. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS**

Bidders shall notify the Maintenance Manager promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents and the proposed work site. Requests from Bidders for interpretation or clarification of the Bid Documents shall be made in writing to the Maintenance Manager and shall arrive no later than 5:00 PM on the day following the pre-bid conference if one is provided for. Questions may be faxed to 1-866-596-0273 or emailed to [ssundberg@soldotna.org](mailto:ssundberg@soldotna.org). The subject line of the email must read, "Questions: Soldotna Citywide Buildings Snow Removal Contract". Oral questions may be presented at a pre-bid conference if one is provided for in the Bid Documents. 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 Maintenance Manager. Questions or requests for clarification directed to any other member of the City of Soldotna staff may be grounds for rejection of bid as being irregular. 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 Soldotna.

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

## **10. PREPARATION AND SUBMISSION OF BIDS**

- Bids must be received by no later than the time and at the place stated in the Invitation to Bid.
- 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" given under the heading "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 Owner 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 set of the bid package (which shall include the Bid Form, completed Tax Compliance Certificate, and bid schedule, if applicable) shall be completely sealed in an envelope clearly marked with the Bidder’s company name and the following:

**Bid: Soldotna Citywide Buildings Snow Removal Contract**  
**Due Date: September 28, 2020, 3:20 PM**

- Bids received without all the required documents may be considered non-responsive. Bids received after the closing time will be considered non-responsive and will not be read.
- No responsibility shall be attached to the owner 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.

## **11. MODIFICATION OF BIDS**

Bid modifications will be accepted by the City, and binding upon the Bidder, where the modification:

- Is received by the Owner at the place designated for submission of bids prior to the deadline.
- Is sealed in an envelope clearly stating “Bid Modification,” the name of the project, and the Bidder’s company name.
- Is signed by the same individual who signed the original bid.

The modification document shall include a photocopy of each page of the original bid which Bidder seeks to modify, with the modification and the Bidder’s signature clearly set out in ink on each page. Facsimile modification documents will be accepted within the sealed envelope provided that the Bidder’s signature is clearly legible.

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

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.

## **12. 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.

### **13. 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.

### **14. EXECUTION OF CONTRACTS**

The successful bidder shall be required to execute a contract for the work within ten (10) days after receiving the contract documents from Owner; if Contractor does not return executed copies within this time, then, at the option of Owner, the bid may be rejected.

### **15. AWARD OF CONTRACT**

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 Soldotna City Council 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 Maintenance Manager. A Notice of Intent to Award, and no other act of the City of Soldotna or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Agreement.

### **16. APPEAL PROCESS**

Any aggrieved bidder may, within five days after an award of contract, appeal to the City Council for a hearing, with notice to interested parties, for redetermination and final award in accordance with law.

## **BID FORM**

**TO:** CITY OF SOLDOTNA  
PUBLIC WORKS DEPARTMENT  
177 NORTH BIRCH STREET  
SOLDOTNA, ALASKA 99669

**FROM:**

Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone, Fax, Cell \_\_\_\_\_

Email Address \_\_\_\_\_

### **BIDDER'S DECLARATION & UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that he has carefully examined the Project Manual, Project Drawings, and all addenda (hereinafter called "Contract Documents") for the construction of the project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

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 SOLDOTNA, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

### **DOCUMENTS TO SUBMIT WITH THIS BID**

1. Bid Form including Bid Schedule
2. Addendum Acknowledgment on Bid Form
3. Completed Tax Compliance Certificate
4. Alaska Business License Number
5. Alaska Contractor's License Number
6. Specialty Contractor's License Number (if applicable)

## **DOCUMENTS THE CITY OF SOLDOTNA 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 Soldotna, within 10 calendar days of Notice of Award, the following:

1. Signed Contract
2. Necessary Power-of-Attorney
3. Contractor's Certificate of Insurance
4. Copy of Contractor's Business Licenses
5. Corporate Acknowledgment (if applicable)
6. Contractor's Questionnaire (if required)
7. List of subcontractors

## **CONTRACT TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder agrees to commence work on a date to be specified in a written Notice to Proceed from the City and to accomplish substantial completion within 30 days.

Liquidated Damages. Liquidated damages will be charged as provided in the technical specifications.

## **ADDENDA**

The Bidder has completed the Addenda Acknowledgment form.

## **BID TABULATION AND SUMMARY**

Bidder agrees to perform all of the construction work described in the Documents, which include the specifications, special provisions, and work shown on the drawings for the prices stated in the attached Bid Tabulation.

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

## **EXECUTION OF BID(S)**

Bidder shall execute and submit all pages of the Bid Form including the Bid Tabulation:

## BID

I have received the documents titled: **Soldotna Citywide Buildings Snow Removal Contract**

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

I have examined both the documents and the site, and submit the following proposal:

1. To hold my bid open forty-five (45) consecutive calendar days.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and execute a contract, if awarded, on the basis of my proposal.
4. To furnish all labor and materials and to accomplish the work in accordance with the Contract Documents.
5. Bid Tabulation

Before preparing this Bid Tabulation, read carefully, Section "A", Bidders Information, in the Project Manual and

Add the Following Conditions:

"The Bidder shall insert, as called for, a unit price or a lump sum price in figures opposite each Pay Item for which an estimated quantity appears in the Bid Schedule. A unit price or lump sum price is not to be entered or tendered for any pay item not appearing in the Bid Schedule. The estimated quantity of work for payment on a lump sum basis will be "All Required" (All Req'd) and as further specified in the Contract."

"Wherever a Contingent Sum is shown for any item in this Bid Schedule, such amount shall govern and be included in the Bid Total."

"Conditioned or qualified bids will be considered non-responsive."

"Contract Award will be made on the basis of the total Bid"

The Bidder shall insert a unit bid price for each pay item listed below. Type or print legibly. In the case of a discrepancy between the unit price and the extended total, the unit bid price will govern.

**APPENDIX A**

**BID SCHEDULE**

Contractor agrees to perform all required work at the following locations for the rates shown below:

<b>BUILDING OR AREA</b>	<b>COST PER PLOWING</b>
POLICE DEPARTMENT – PAVED AREAS	\$ _____
POLICE DEPARTMENT – SIDEWALKS AND OTHER HANDWORK AREAS	\$ _____
CITY HALL – PAVED AREAS	\$ _____
CITY HALL – SIDEWALKS AND OTHER HANDWORK AREAS	\$ _____
LIBRARY – PAVED AREAS	\$ _____
LIBRARY – SIDEWALKS AND OTHER HANDWORK AREAS	\$ _____
SOLDOTNA VISITOR CENTER – PARKING AREAS	\$ _____
<b>TOTAL OF ALL THE ABOVE COSTS</b>	\$ _____
(This total represents one snow plowing at all the above locations.)	

(Dollar Amount Written in Words)

\$ \_\_\_\_\_  
(Dollars and Cents Shown in Figures)

By: \_\_\_\_\_  
(Signature)

Firm: \_\_\_\_\_  
(Printed or Typed)

\_\_\_\_\_  
(Typed or Printed Name)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City, State, Zip Code)

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

AMOUNT WRITTEN IN WORDS: \_\_\_\_\_

BIDDING COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

A contract shall not be formed and no rights shall exist under the contract until the final contract is fully executed by all parties. Bidder agrees to commence work immediately upon full execution and filing of the contract or such later time where work is to commence upon a notice to proceed, adhere to the proposed schedule, and to assist the CITY in securing the expeditious execution of work.

**If awarded a contract, contractor agrees to execute and perform the contract in accordance with the request for bids and consultant's bid.**

**By executing this bid I certify that I have authority to bind the contractor or contracting firm or other business entity submitting this bid.**

_____	_____
Contractor	Date

_____	_____
Signature	Title

_____	_____
Email address	Fax

Current Information Required for Bid:

Alaska Business License # \_\_\_\_\_

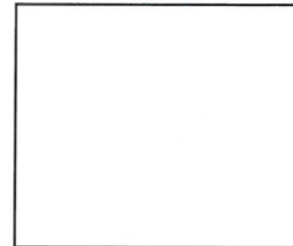
Alaska Contractor's License # \_\_\_\_\_ Specialty License # \_\_\_\_\_ (if applicable)

***END OF BID FORM***

**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:	
<input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		Dept. Contact:	
Business Name:			
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> 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.

**SECTION B**  
**CONTRACT DOCUMENTS**

Agreement  
Insurance  
Lien Release



# **CITY OF SOLDOTNA**

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

MADE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

BETWEEN the OWNER: CITY OF SOLDOTNA  
177 North Birch Street  
Soldotna, Alaska 99669

AND the CONTRACTOR:

FOR the PROJECT: Soldotna Citywide Buildings Snow Removal Contract

The Owner and Contractor agree as set forth below.

### **ARTICLE 1** **THE WORK**

The Contractor shall perform all the work required by the contract documents enumerated below, which are specifically incorporated into this agreement by reference and which form the contract documents:

SECTION A. Bidding Documents

SECTION B. Agreement, licenses, and insurance

SECTION C. Special Provisions

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement.

### **ARTICLE 2** **TIME OF COMMENCEMENT AND COMPLETION**

Work shall commence upon receipt of the Notice to Proceed.

This contract upon the written agreement of the parties may be extended for up to two (2) additional years through two separate one (1) year extensions. Either party may decline to extend the contract without reason.

This contract is subject to annual approval of funding by the City of Soldotna Council and is subject to cancellation as set out in the Contract Documents. Extension, if offered by the City, must be accepted in writing delivered to the City within 10 days of the date of the written offer. Prior to and as a condition precedent to extension, Contractor must provide a current Certificate of Insurance, current Business License, and current Tax Compliance Certificate. Failure to deliver any of the

above documents to the borough within the 10-day period voids the offer of extension without further action by the City.

### **ARTICLE 3** **CONTRACT SUM**

The Owner shall pay the Contractor for services performed under this agreement, such sums of money as set forth in the Bid Schedule (Appendix A), and made a part of this agreement. Payment provided under this contract will be for the total price per building or area for successful completion of the specified work performed per snowplowing.

### **ARTICLE 4** **PROGRESS PAYMENT**

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Each application for payment shall be in an approved application for payment format. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the notarized release of lien stating all employees, suppliers, taxes and subcontractors have been paid.

### **ARTICLE 5** **FINAL PAYMENT**

The Owner shall make final payment within thirty (30) days after receipt of lien release. If all work has not been satisfactorily completed, the Contractors final payment may be withheld until the work is completed and approved by the Owner.

### **ARTICLE 6** **NOTICES**

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and the Contractor at the following addresses:

**OWNER**  
CITY OF SOLDOTNA  
MAINTENANCE DEPARTMENT  
340 ARBOR AVE.  
SOLDOTNA, ALASKA 99669

**CONTRACTOR**

### **ARTICLE 7** **INSURANCE**

Contractor shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both Contractor and City against liability that may accrue against them or either of them in connection with the performance of Contractor, its employees, subcontractors, agents or other representatives under this agreement.

- 1) Insurance in at least the required statutory amounts covering claims under Worker's Compensation, disability benefit and other similar employee benefit acts; and
- 2) Public liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000 to include the Broad Form Liability Endorsement; and

- 3) Automotive liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000 to include coverage for all owned, non-owned, and hired vehicles; and
- 4) The City of Soldotna shall be named as an additional insured on all insurance coverage required under this contract.

The Contractor shall furnish to the City of Soldotna a certificate of insurance showing compliance with the above requirements before commencement of any work. The above insurance shall be maintained for the duration of the project. Certificates of Insurance shall be delivered to, or mailed to:

City of Soldotna  
ATTN: Maintenance Dept. Manager  
340 Arbor Ave  
Soldotna, Alaska 99669

### **ARTICLE 8** **INDEMNIFICATION**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and save harmless the CITY, CITY employees or officials, insurer or other representative thereof from and against all losses, damages, liabilities, expenses, claims and demands of whatsoever character, direct or indirect, arising out of, or in any way connected with, any negligent act or negligent omission of CONTRACTOR while performing under the terms of this contract.

### **ARTICLE 9** **JURISDICTION: CHOICE OF LAW**

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

### **ARTICLE 10** **ATTACHMENTS**

In the event there is any difference between an attachment to the original of this agreement on file with the City of Soldotna Maintenance Department and any attachment to a copy of the agreement, the attachments to the original filed with the Maintenance Department shall control.

### **ARTICLE 11** **ESTIMATED QUANTITIES**

Quantities are estimates only and the Owner does not warrant that actual quantities will be the same. The Owner will not pay any termination costs for program modifications.

### **ARTICLE 12** **NO THIRD-PARTY BENEFICIARY**

This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER:

CITY OF SOLDOTNA

By: \_\_\_\_\_

Name: Stephanie Queen

Title: City Manager

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ALASKA                    )  
                                                  )ss.  
THIRD JUDICIAL DISTRICT        )

STATE OF ALASKA                    )  
                                                  )ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on  
this \_\_\_\_ day of \_\_\_\_\_, 2020

THIS IS TO CERTIFY that on  
this \_\_\_\_ day of \_\_\_\_\_, 2020

Stephanie Queen, City Manager, of  
City of Soldotna, Alaska, being personally  
known to me or having produced  
satisfactory evidence of identification,  
appeared before me and acknowledged  
the voluntary and authorized execution  
of the foregoing instrument on behalf of  
said City.

\_\_\_\_\_,  
(title) \_\_\_\_\_  
of \_\_\_\_\_  
being personally known to me  
or having produced satisfactory  
evidence of identification,  
appeared before me and acknowledged  
the voluntary and authorized execution  
of the foregoing instrument on behalf of  
said corporation.

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

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

**PROJECT NAME:**     **Soldotna Citywide Buildings Snow Removal Contract**

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

1.     That pursuant to this contract for project Soldotna Citywide Buildings Snow Removal between the undersigned and the City of Soldotna 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 Soldotna 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 Soldotna, 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.

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

IN WITNESS WHEREOF, this Release has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor's signature)

Title \_\_\_\_\_

STATE OF ALASKA                    )  
                                              ) ss  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument.

\_\_\_\_\_  
Notary Public for Alaska

My Commission Expires: \_\_\_\_\_

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

**SECTION C**  
**SPECIAL PROVISIONS**

# **SOLDOTNA CITYWIDE BUILDINGS SNOW REMOVAL CONTRACT**

## **Special Provisions**

### **Appendix A**

#### **Specifications / General Provisions:**

Contractor agrees to provide all labor, material, equipment and supervision for snow removal and other related services as specified herein.

The following is a brief description of services required at the specified City owned sites at each snow or ice event:

#### **Police Department, 44510 Sterling Highway**

- Snow and ice removal on all paved or concrete surfaces including all vehicle entrances, all parking lots, sidewalks, and completely around all exit doors (parking area, three sides of the building, entrances and shovel all walks).
- Hand shoveling of ice and snow on all sidewalks, ramps, concrete surfaces, and around all door entrances. Hand shoveling is required on all areas to assure a smooth, neat and professional job. Hand shoveling shall be accomplished on all handicap ramps at every snow removal occurrence.

#### **City Hall, 177 North Birch Street**

- Snow removal on all paved or concrete surfaces including all vehicle entrances, all parking lots, sidewalks, all concrete flat surfaces and all building entrances including 6 feet around the rear exit door at the rear of the council chambers.
- Hand shoveling of all sidewalks, stairs, ramps, flat concrete or asphalt surfaces and 6 feet around the rear Council room exit area. Hand snow removal is required on all areas to assure a smooth, neat and professional job. Hand snow removal shall be accomplished on all handicap ramps at every snow removal occurrence.

#### **Joyce M. Carver Memorial Library, 235 North Binkley Street**

- Snow removal on all paved or concrete surfaces including all vehicle entrances, all parking lots, sidewalks along parking areas and back doors, and 6' around all building entries.
- Hand snow removal as required on all areas to assure a smooth, neat and professional job. Hand snow removal shall be accomplished on all handicap ramps at every snow removal occurrence.
- No snow removal required on front sidewalk with heated slab.
- No snow removal required on garden area sidewalk to Corral.

#### **Soldotna Chamber of Commerce & Visitor Center, 44790 Sterling Highway**

- Snow removal on approach off highway and all paved or concrete surfaces including front and employee parking lot with the dimension of 110' x 115' for a total of 12,650 sq. ft.
- No hand snow removal is required as sidewalks are covered.

**Hand salting and sanding of sidewalks, building entrances and other handwork areas shall be performed by the City. City shall supply all salt or chemical needed for the intended purpose.**



### ***Location Priorities and Timeframe Requirements***

Since neither City nor Contractor has control over the weather and personnel may be limited, the following are the written priorities, procedures and timeframes that Contractor will be required to perform under this agreement.

### **Priorities (the order in which the snow removal should occur)**

1. Police Building
2. City Hall
3. Library
4. Soldotna Visitor Center

City may change the above priorities on a case-by-case basis.

### **Procedures and Timeframes**

#### ***Police Building***

The Police Building is open 24 hours a day, seven days a week. Therefore, it is important to maintain access to this building. Contractor shall continually remove all accumulations of snow/ice in excess of three (3) inches between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday (excluding holidays). Outside the above hours, accumulations of up to five (5) inches of snow will be allowed to accumulate prior to snow removal activities. Hand shoveling of the sidewalks and around the pedestrian entrances to the building shall only be accomplished as required or requested. All handicap ramps shall be hand shoveled every time hand shoveling is performed.

#### ***City Hall***

City Hall is open 8 A.M. though 5 P.M., Monday through Friday (excluding holidays) and extended hours when meetings or voting is scheduled. Contractor shall continually remove all accumulations of snow/ice in excess of three (3) inches between the hours of 7:30 A.M. and 5:00 P.M., Monday through Friday (excluding holidays). Outside the above hours, accumulations of up to eight (8) inches of snow will be allowed to accumulate prior to snow removal activities. Hand snow/ice shoveling of the sidewalks and around the pedestrian entrances to the building shall only be accomplished as required or requested. All handicap ramps shall be hand shoveled every time hand shoveling is performed. No hand shoveling will be required outside the open hours unless requested by City. Contractor will be required to coordinate with City on times of use outside the normal open hours.

#### ***Library***

The Library is open 10:00 A.M. though 6:00 P.M., Monday, Wednesday, Friday & Saturday; 10:00 A.M. to 8:00 P.M. on Tuesday & Thursday, and closed on Sunday (excluding holidays). Contractor shall continually remove all accumulations of snow/ice in excess of three (3) inches between the hours of one-half hour prior to the opening times above until closing time as shown. Outside the above hours, accumulations of up to eight (8) inches of snow will be allowed to accumulate prior to snow removal activities. Hand shoveling of the sidewalks and around the pedestrian entrances to the building shall only be accomplished as required or requested. All handicap ramps shall be hand shoveled every time hand shoveling is performed. Generally, no hand shoveling will be required outside the open hours unless requested by City.

*Visitor Center*

Visitor Center is open 8 A.M. through 5 P.M., Monday through Friday (excluding holidays). Contractor shall continually remove all accumulations of snow/ice in excess of three (3) inches between the hours of 7:30 A.M. and 5:00 P.M., Monday through Friday (excluding holidays). Outside the above hours, accumulations of up to eight (8) inches of snow will be allowed to accumulate prior to snow removal activities. Contractor will be required to coordinate with City on times of use outside the normal open hours.

**Compensation:**

This work is regarded as maintenance services; therefore, Alaska Statutes pertaining to prevailing wages shall NOT be applicable to the work performed or this agreement.

There will be no payment for travel time to and from the job site.

Payment for salting shall be incidental to the appropriate individual items listed in the Bid Proposal.

City agrees to pay Contractor as sole compensation for the services satisfactory performed under this agreement as set forth in the following Bid Proposal.

Contractor shall furnish a monthly invoice to the Maintenance Manager showing each site snow removal services were performed, as outlined in the Bid Proposal. Contractor shall show the number of times each bid item was satisfactorily performed times the cost for that bid item as shown in the Bid Proposal. The monthly invoice shall show the sum of all the sites totaled (total amount requested for that month services).

**City reserves the right to increase or decrease the frequency of snowplowing accomplished, as directed by the Maintenance Manager or his designee.**

**The following bid proposal has separated out the sidewalks and other handwork items from the parking lot areas. Most of the time the parking areas and the sidewalks will be worked together, however, the City may occasionally direct Contractor to accomplish one without the other.**