

Kenai Peninsula Borough

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

THRU: Risk
Finance
Purchasing
Legal

FROM: Lee Frey, Solid Waste Director

Signature: Lee Frey

DATE: July 29, 2022

RE: Port Graham Landfill O&M – Sole Source Contract Extension

The above referenced document is submitted for review and signature as follows:

	Date	Initials
(1) Solid Waste to Risk Management	8/1/2022	LF
(2) Risk Management to Finance	8/1/2022	SK
(3) Finance to Purchasing	8/1/2022	SD for BH
(4) Purchasing to Legal	8/1/2022	LF for JH
(5) Legal to Mayor's Office	8/1/2022	TS
(6) Mayor's Office to Clerk's Office		
(7) Clerk to Solid Waste (sig. page(s) copies)		

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.:	<u>290.32570.00000.43011</u>
Amount:	<u>\$ 56,000.00</u>
By: <u>CS</u>	Date: <u>8/1/2022</u>
NOTES: NA	

**AGREEMENT TO EXTEND THE CONTRACT
For Port Graham Landfill Operations and Maintenance
WITH
Windy Bay Services, LLC**

On July 1, 2021, the KENAI PENINSULA BOROUGH ("KPB"), an Alaska Municipal Corporation, 144 N. Binkley Street, Soldotna, Alaska 99669, and Windy Bay Services, LLC ("Contractor"), 800 E. Dimond Blvd., Suite 3-550, Anchorage, Alaska 99518, entered into an Agreement for Port Graham Landfill Operations and Maintenance (Agreement).

Pursuant to Article 2, Time of Commencement and Completion, the parties do hereby agree to extend the period of that Agreement by one (1) year, until June 30, 2023, subject to the appropriation and availability of funds.

The contract amount will increase by the annual CPI for Anchorage Alaska. This increase will take effect March 1, 2023.

All remaining terms and conditions of the original Agreement shall remain in full force and effect. This extension document shall be controlling to the extent there is a conflict between the terms of the original Agreement, any prior extensions, and this extension.

KENAI PENINSULA BOROUGH

WINDY BAY SERVICES, LLC

By: _____

By:  _____

Its: _____

Its: President _____

Dated: _____

Dated: 5-19-2022 _____

ATTEST:

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Todd Sherwood

Todd Sherwood
Deputy Borough Attorney

(Borough Seal)

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____
____ 20__ by _____, Mayor of the Kenai Peninsula Borough, an
Alaska municipal corporation, for and on behalf of the corporation.

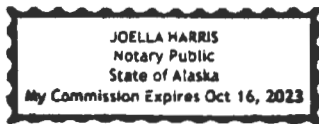
Notary Public for State of Alaska
My Commission Expires: _____

Notary Seal

LIMITED LIABILITY COMPANY

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 19th day of May
2022, by (name) Jon Shepherd, the (member/manager) President
of (name of LLC) Windy Bay Services, LLC, an Alaska Limited
Liability Company, for and on behalf of the LLC.



Notary Seal

Joella Harris
Notary Public for State of Alaska
My Commission Expires: 10/16/2023

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/02/2022

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage, AK 99501 907 276-5617		CONTACT NAME: Jon LeMaitre PHONE (A/C, No, Ext): 907-276-5617 FAX (A/C, No): 907-276-6292 E-MAIL ADDRESS: Jon.LeMaitre@marshmma.com	
INSURED Windy Bay Services, LLC 800 E. Dimond Blvd Ste 3-550 Anchorage, AK 99515		INSURER(S) AFFORDING COVERAGE INSURER A : Evanston Insurance Company INSURER B : Alaska National Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 35378 38733	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 SIR Ea Clm <input checked="" type="checkbox"/> \$25,000 CPL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKLV5ENV103380	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 Cont. Pol. \$1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 10 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		21LAS58953	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21LWS58953	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab Claims Made Retro 1/31/16		MKLV5ENV103380	12/31/2021	12/31/2022	\$2,000,000 Aggregate \$1,000,000 Each Claim \$25,000 SIR

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

Evidence of Insurance Where required by written contract, Certificate Holder is an Additional Insured on General Liability and Auto Liability policies, subject to the terms, limits, conditions, and limitations of said policies and the additional insured endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Kenai Peninsula Borough & School District 144 North Binkley St. Soldotna, AK 99669	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Windt Bay Services, LLC	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.

**CONTRACT BETWEEN KENAI PENINSULA BOROUGH AND CONTRACTOR
FOR SOLID WASTE OPERATIONS AND MAINTENANCE CONTRACT SERVICES**

MADE AS OF THE 23rd DAY OF July 2021.

BETWEEN the
SOLID WASTE OWNER: KENAI PENINSULA BOROUGH
144 North Binkley
Soldotna, Alaska 99669

AND the CONTRACTOR: WINDY BAY SERVICES, LLC
800 East Dimond Blvd., Suite 3-550
Anchorage, Alaska 99515

FOR the PROJECT: **PORT GRAHAM LANDFILL OPERATIONS AND MAINTENANCE 2021**

The Kenai Peninsula Borough ("Borough") and Contractor agree as set forth below.

ARTICLE 1

THE CONTRACTOR SHALL PERFORM ALL THE WORK REQUIRED BY THE CONTRACT DOCUMENTS FOR THE PROJECT: PORT GRAHAM LANDFILL OPERATIONS AND MAINTENANCE 2021.

**ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION**

Work shall commence on July 1, 2021 and, subject to assembly or mayor approval and assembly appropriation, shall extend through June 30, 2022. This contract may be renewed annually upon the written agreement of the parties. This Contract is subject to appropriation of funding by the Kenai Peninsula Borough and is subject to termination and cancelation as set out in the Contract Documents. 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 showing full compliance with the Borough tax code.

This contract is a sole source contract authorized by Assembly Resolution 2021-039 due to lack of competition and bids during the last several bids. Should another entity open in the area, change its business model or express an interest in bidding, the Borough will once again open the formal bid process for landfill operations and maintenance in this area.

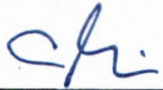
**ARTICLE 11
NONASSIGNABILITY / SEVERABILITY**

This Contract is not assignable. In the event any provision of this Contract or any of the Contract Documents is found to be unenforceable or void for any reason, it shall be considered severed from the Contract, and the remaining portions of the Contract Documents shall stand as if the provision had never been included in the Contract. In the event the unenforceable or void provision is legally essential to the continuing existence of the Contract, the parties shall attempt to substitute a reasonable replacement provision.

**ARTICLE 12
COUNTERPARTS**

This Contract may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

KENAI PENINSULA BOROUGH



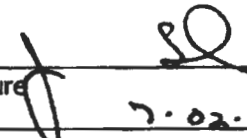
Charlie Pierce, Borough Mayor

Date: July 23, 2021

CONTRACTOR

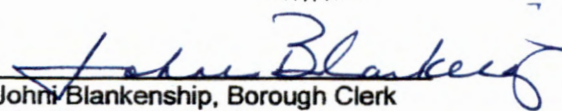
Jon Shephard, President
Name and Title of Office (printed or typed)

WINDY BAY SERVICES, LLC
Company Name (printed or typed)

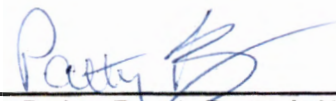
Signature: 
Date: 7.02.2021

ATTEST:




John Blankenship, Borough Clerk

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:


Patty Burley, Deputy Borough Attorney

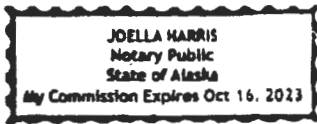
(Borough Seal)

LIMITED LIABILITY COMPANY

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 2nd day of July 2021, by (name) Jon Shepherd, the (member/manager) President/CEO of (name of LLC) Windy Bay Services, an Alaska Limited Liability Company, for and on behalf of the LLC.

(Notary Seal)



Joella Harris
Notary Public for State of Alaska
My Commission Expires: 10/16/2023

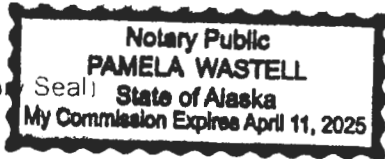
My Commission Expires: _____

BOROUGH ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd day of July 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

(Notary Seal)



Pamela Wastell
Notary Public for State of Alaska
My Commission Expires: 4.11.2025