

**AGREEMENT TO EXTEND THE CONTRACT
FOR TYONEK LANDFILL OPERATIONS & MAINTENANCE
WITH TYONEK CONTRACTORS, LLC**

On January 24, 2019 the KENAI PENINSULA BOROUGH ("KPB"), an Alaska Municipal Corporation, 144 N. Binkley Street, Soldotna, Alaska 99669, and Tyonek Contractors, LLC ("Contractor"), 1689 C Street, Suite 219, Anchorage, Alaska 99501, entered into an Agreement for ITB19-009 Tyonek Landfill Operations & Maintenance ("O&M").

Effective on June 16, 2022, the KENAI PENINSULA BOROUGH ("KPB"), an Alaska Municipal Corporation, 144 N. Binkley Street, Soldotna, Alaska 99669, and Tyonek Contractors, LLC ("Contractor"), 1689 C Street, Suite 219, Anchorage, Alaska 99501, entered into a two (2) year contract extension for ITB19-009 Tyonek O&M, effective until February 28, 2024.


On February 6, 2024, the KPB Assembly adopted Resolution 2024-007 authorizing a Sole Source Contract for the Tyonek Landfill O&M with Tyonek Contractors, LLC. pursuant to that Resolution, the parties do hereby agree to extend the period of the Agreement by one (1) year, until February 28, 2025, subject to the appropriation and availability of funds.

Pursuant to KPB Assembly adopted Resolution 2024-007 authorizing a Sole Source Contract for the Tyonek Landfill O&M with Tyonek Contractors, LLC., the parties do hereby agree to extend the period of the Agreement by one (1) year, until February 28, 2026 subject to the appropriation and availability of funds.


The contract amount will either increase or decrease based on the annual CPI for Anchorage Alaska. This change will take effect March 1, 2026, if another extension is granted.

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. Per the Resolution, this Agreement may be cancelled in the future should another entity indicate interest in bidding on the O&M of the Tyonek Landfill.

KENAI PENINSULA BOROUGH

By: 
Its: Borough Mayor
Dated: 2/13/2025

TYONEK CONTRACTORS, LLC

By: 
Its: Tyonek Construction Group President
Dated: 2/6/2025

ATTEST:



Michelle Turner, Borough Clerk



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



2/12/2025

Todd Sherwood
Deputy Borough Attorney

**AGREEMENT TO EXTEND THE CONTRACT
FOR TYONEK LANDFILL OPERATIONS & MAINTENANCE
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The contract amount will either increase or decrease based on the annual CPI for Anchorage Alaska. This change will take effect March 1, 2025, if another extension is granted.

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KENAI PENINSULA BOROUGH

TYONEK CONTRACTORS, LLC

By: 

By: 

Its: Borough Mayor


Its: Tyonek Construction Group - President

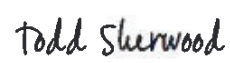
Dated: 3/27/2024

Dated: 3/26/2024

ATTEST:

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


Michelle Turner, Borough Clerk


Todd Sherwood
Deputy Borough Attorney

(Borough Seal)

**AGREEMENT TO EXTEND THE CONTRACT
FOR TYONEK LANDFILL OPERATIONS & MAINTENANCE
WITH TYONEK CONTRACTORS, LLC**

On January 24, 2019 the KENAI PENINSULA BOROUGH ("KPB"), an Alaska Municipal Corporation, 144 N. Binkley Street, Soldotna, Alaska 99669, and Tyonek Contractors, LLC ("Contractor"), 1689 C Street, Suite 219, Anchorage, Alaska 99501, entered into an Agreement for Tyonek Landfill Operations & Maintenance (Agreement).

Pursuant to Article 2, Time of Commencement and Completion, the parties do hereby agree to extend the period of that Agreement by two (2) years, until February 28, 2024 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, 2022.

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

TYONEK CONTRACTORS, LLC

By:
 Its:
 Dated:

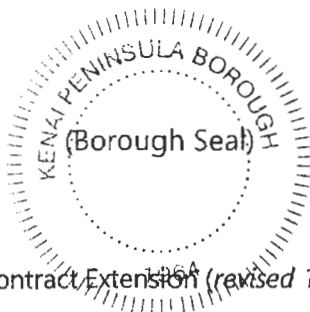
By: Wendal C. Doss Digitally signed by Wendal C. Doss
 DN: cn=Wendal C. Doss, o=Tyonek, ou=Tyonek Construction
 Alaska, st=Alaska, email=wendal@tyonek.com, c=US
 Date: 2022.03.10 08:07:22 -0800
 Its:
 Dated:

ATTEST:

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

 John Blankenship, Borough Clerk

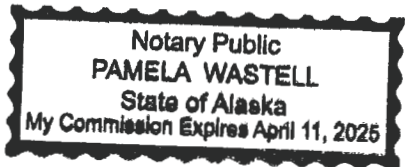
 Todd Sherwood
 Deputy Borough Attorney



ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 16th day of June 2022 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

LIMITED LIABILITY COMPANY

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of March 2022 by (name) Wendel Boss, the (member/manager) President of (name of LLC) Tyonek Contractors LLC, an Alaska Limited Liability Company, for and on behalf of the LLC.



Jennifer A Saunders
Notary Public for State of Alaska
My Commission Expires: 6/22/22

AGREEMENT BETWEEN OWNER AND CONTRACTOR

CONTRACT SERVICES

This Agreement shall become effective when all parties have signed it. The date this Agreement is signed and acknowledged by the last party to sign it will be deemed the date of this Agreement.

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

AND the CONTRACTOR: TYONEK CONTRACTORS, LLC
1689 C Street, Suite 219
Anchorage, Alaska 99501

FOR the PROJECT: ITB19-009 Tyonek Landfill Operations & Maintenance

The Owner and Contractor agree as set forth below.

ARTICLE 1

THE CONTRACTOR SHALL PERFORM ALL THE WORK REQUIRED BY THE CONTRACT DOCUMENTS FOR THE PROJECT:

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

Work shall commence on March 1, 2019 and, subject to assembly or mayor approval and assembly appropriation, shall extend through February 28, 2022. This contract upon the written agreement of the parties may be extended for a one (1) year term, a two (2) year term, or two (2) one year terms. This contract is subject to annual approval of funding by the Kenai Peninsula Borough Assembly and is subject to cancellation as set out in the Contract Documents. Extension, if offered by the Borough, must be accepted in writing delivered to the Borough within 10 days of the date of the 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 showing full compliance with the Borough tax code.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor based on the unit prices and lump sum prices as provided in Attachment A. Owner does not represent or warrant that all the basic services pay item units used for the estimate on Attachment A will be required. The total amount paid to the Contractor under this contract may not be the same as the total estimated amount. The total contract compensation paid under this contract shall not exceed \$ 49,200.00 for any single contract year.

ARTICLE 4
MONTHLY PAYMENTS

Payment will be made in accordance with the provisions of Article 6 of the General Conditions within thirty (30) calendar days of receipt of billing. Invoices must be submitted to the Solid Waste Department as referenced in Article 6 of the General Conditions.

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after the Contractor has submitted written documentation that all work has been completed subject to the provisions of Article 6 of the General Conditions.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The following documents are specifically incorporated into this Agreement by reference and together with the Agreement constitute the Contract Documents:

- A. The Contractor's Executed Bid, Attachment "A."
- B. The General Conditions of the Agreement Between the Borough and the Contractor, with attached Supplementary Conditions, if any, Attachment "B."
- C. Operations and Maintenance Requirements, Attachment "C."
- D. Addendum No. 1, Attachment "D."
- E. Drawings and Informational Items, Attachment "E."
- F. State Permit, KPB Code of Ordinances Chapter 10.04, Attachment "F."

- G. Any and all later modifications, change orders and written interpretations of the contract documents issued by the Owner and agreed to by the Contractor, Attachment "G."

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, except where the provisions of this Agreement provide such attachments will be or are part of the Agreement.

ARTICLE 7
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 8
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 9
INFLATION FACTOR

The bid price of the contract will be annually adjusted to account for inflation. The bid price will be adjusted March 1 each calendar year by the annual percentage change in inflation of the previous year based upon the U.S. Department of Labor statistics for Anchorage, Alaska. The adjustment will be made by March 1 of each year commencing in 2020.

ARTICLE 10
INDEMNIFICATION

No provision in the Contract Documents lessens, alters, or makes inapplicable the requirement for indemnification stated in General Conditions (GC) 3.12. In the event of conflict between GC 3.12 and any other contract provision(s), the requirements set out in GC 3.12 control.

ARTICLE 11
NOTICE

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

OWNER
Kenai Peninsula Borough
Solid Waste Department
47140 East Poppy Lane
Soldotna, AK 99669

CONTRACTOR
Tyonek Contractors, LLC
1689 C Street, Suite 219
Anchorage, AK 99501

**ARTICLE 12
ATTACHMENTS**

In the event there is any difference between an attachment to the original of this agreement on file with the Kenai Peninsula Borough Clerk and any attachment to a copy of the agreement, the attachments to the original filed with the Borough Clerk shall control.

**ARTICLE 13
COUNTERPARTS; ELECTRONIC SIGNATURE**

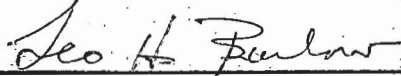
This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and if so each of which when executed shall be considered an original and all of which shall constitute one and the same instrument.

KENAI PENINSULA BOROUGH

TYONEK CONTRACTORS, LLC



Charlie Pierce, Borough Mayor

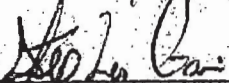


Leo Barlow, President

Date: 01/24/2019

Tyonek Construction Group, Inc. /
Member Tyonek Contractors, LLC

Company Name
Date: 1/7/19



Stephen Gair, Secretary

Tyonek Construction Group, Inc. /
Member Tyonek Contractors, LLC

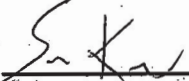
Company Name
Date: 1/7/19

ATTEST:

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



John Blankenship, Borough Clerk



Sean Kelley, Assistant Borough Attorney



ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24 day of January 2019, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

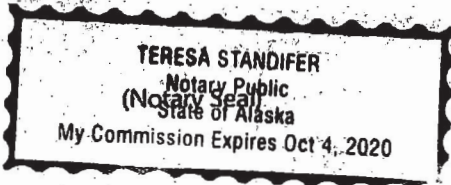


Tatyana Shassetz
Notary Public for State of Alaska
My Commission Expires: 10-23-2022

CORPORATION

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7 day of January 2019, by (name) Leo Barlow, the (title of officer) President of (name of corporation) Tyonek Contractors, LLC, an Alaska Corporation, for and on behalf of the corporation.



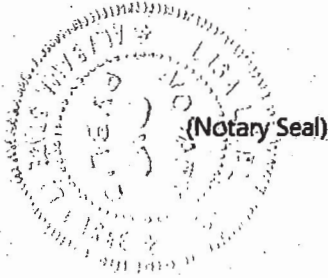
Teresa Standifer
Notary Public for State of Alaska
My Commission Expires: 10.4.20

SECOND CORPORATE OFFICER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7 day of JANUARY 2019, by (name) STEPHEN GALE, the (title of officer) SECRETARY

of (name of corporation) TYONEK CONSTRUCTION GROUP, INC., an Alaska Corporation, for and on behalf of the corporation.



A handwritten signature in black ink, appearing to read "Lisa Le Blanc".

Notary Public for State of Alaska ALABAMA
My Commission Expires: 8/20/2020

LISA LE BLANC
Notary Public, Alabama State At Large
My Commission Expires Aug. 20, 2020