D & L Construction Co., Inc.
P. O. BOX 810
Cooper Landing, Alaska 99572
(907) 262-6160
(907) 262-6163
dlconst.smith@gmail.com

June 14, 2022

In the matter of Appeal of
MAYOR'S DECISION ON APPEAL
DATED MAY 18, 2022 REGARDING
ITB22-044, SUMMER & WINTER ROAD
MAINTENANCE, WEST REGION, UNIT 6

KENAI PENINSULA BOROUGH
CASE NO. 2022-01-BAA

GOOD MORNING. MY NAME IS LARRY SMITH. I AM THE PRESIDENT OF D & L CONSRUCTION CO., INC., (HEREINAFTER D & L) THE APPELLANTS IN THIS CASE. OUR PHYSICAL ADDRESS IS 35400 K-B DRIVE SOLDOTNA, ALASKA.

THIS IS AN APPEAL OF THE MAYOR'S DECISION ON APPEAL DATED MAY 18, 2022 REGARDING ITB22-044, SUMMER & WINTER ROAD MAINTENANCE, WEST REGION, UNIT 6. THIS IS AN APPEAL OF THE INTENT TO AWARD THIS CONTRACT TO ALASKA SCRAP & RECYCLING (HEREINAFTER AS&R) WHO SUBMITTED A NON-RESPONSIVE BID. WE HEREBY REQUEST THAT THE KPB ASSEMBLY REMAND THIS MATTER BACK TO THE MAYOR WITH A RECOMMENDATION THAT THE CONTRACT BE AWARDED TO D & L.

1) I WOULD LIKE TO START OFF BY READING A COPY OF AN EMAIL I RECEIVED ON MONDAY, MAY 9, 2022 FROM SHAWN HOLLY WITH RIVER CITY CONSTRUCTION. READ EMAIL.
2) ITB 22-044 SUMMER & WINTER ROAD MAINTENANCE - WEST REGION, UNITS 4, 5 & 6 AND ADDENDUMS 1, 2 & 3. SPEAK TO INSTRUCTIONS TO BIDDERS. SPEAK TO SEPARATE BID FORMS FOR UNITS 4, 5 & 6.
3) EMAILS FROM LARRY SMITH WITH D & L TO JOHN HEDGES & REPLY FROM JOHN HEDGES DATED MAY 6, 2022. READ BOTH. DISCUSS JOHN HEDGES ADMISSION OF BID ERROR.
4) BID TAB AND ALL BIDS SUBMITTED FOR WEST REGION 6. DISCUSS VALIDITY OF REGISTERING AS&R BID AS FOR UNIT 6. DISCUSS VALIDITY OF ADDENDUM ACKNOWLEDGEMENT WITH THREE X'S. POINT OUT PROPER ADDENDUM ACKNOWLEDGEMENT OF ADDENDUM'S BY BOTH OTHER CONTRACTORS.
5) NOTICE OF INTENT TO AWARD. DISCUSS LANGUAGE "...PURSUANT TO THE INVITATION TO BID ..." NO THE BID WAS NOT PURSUANT TO THE ITB. DICUSS PURSUANT TO THE DISGRESSION OF THE PURCHASING AND CONTRACTING DIRECTOR.

6) BID TAB AND ALL BIDS RECEIVED FOR ITB22-042 SUMMER & WINTER ROAD MAINTENANCE – CENTRAL REGION, UNITS 1, 2, 4 & 10. DISCUSS USE OF PROPER BID FORMS AND PROPER ACKNOWLEDGEMENT OF ADDENDUMS.
7) BID TAB AND ALL BIDS RECEIVED FOR ITB22-046 SUMMER & WINTER ROAD MAINTENANCE – NORTH REGION, UNIT 1. DISCUSS USE OF PROPER BID FORMS AND PROPER ACKNOWLEDGEMENT OF ADDENDUMS.
8) BID TAB FOR ITB21-019 HOMER TF OPERATIONS & MAINTENANCE 2021 AND NOTICE OF INTENT TO AWARD, AGREEMENT PAGE 1 OF 7 AS BID AND AGREEMENT PAGE 1 OF 6 AS REWRITTEN AFTER BID. DISCUSSION OF ABUSE OF DISGRESSION ON PART OF PURCHASING AND CONTRACTING DIRECTOR.
9) MAYOR'S DECISION ON APPEAL LETTER DATED APRIL 3, 2018. DISCUSS PATTERN OF REPEATED WAIVER(S) OF BID REQUIREMENTS AT THE DISGRESSION OF THE DIRECTOR OF PURCHASING AND CONTRACTING AND THE UNDERMINING OF THE COMPETITIVE BID PROCESS. RAISE QUESTIONS ABOUT INTENT OF BIDDER IN ITEM 4 AND DATE OF MARCH 18, 2022 ON LAST PAGE.
10) APPEAL LETTER TO KPB MAYOR DATED MAY 12, 2022 AND MAYOR'S DECISION ON APPEAL DATED MAY 18, 2022. DISCUSS RELEVANT SECTIONS.

ADDRESSING THE MAYOR'S SUMMARY ON APPEAL WE ARGUE THE FOLLOWING:
REASON 1: THE KPB ASSUMED THAT AS&R MISTAKENLY SUBMITTED THE WRONG BID FORM, I.E., SHEET 2 OF 2 FOR CENTRAL REGION 5. SINCE IT IS RARELY POSSIBLE TO DISCERN WHAT WAS IN THE MINDS OF THE BIDDERS, ISN'T IT JUST AS REASONABLE TO ASSUME THAT AS&R SUBMITTED THE WRONG BID FORM, I.E., SHEET 1 OF 2 FOR CENTRAL UNIT 6? IS THE DIRECTOR OF PURCAHSING A MIND READER? THE MAYOR GOES ON TO SAY THAT THE AS&R REPRESENTATIVE AT THE BID OPENING "...STATED THEIR INTENTION TO SUBMIT A BID FOR UNIT 6, IMMEDIATELY UPON THE READING OF THEIR BID." STATEMENTS MADE AT THE BID OPENING ARE TOTALLY IRRELEVANT. A FAIR AND REASONABLE COMPETITIVE BID OPENING IS NOT AND SHOULD NOT BE BASED ON A STATED "INTENT". THE ERROR THAT THE KPB ACKNOWLEDGES (SEE EMAIL DATED, FRI, MAY 6, 2022 AT 2:44PM FROM JOHN HEDGES TO LARRY SMITH) COUPLED WITH HIS SUBSEQUENT RECONSTRUCTION AND INTERPRETATION OF SAID ERROR CONSTITUTES CORRECTING A MATERIAL DEFECT OF AN OTHERWISE NON-RESPONSIVE BID. AS CONTRACTORS WE HAVE A DUTY TO BID ACCURATELY, PROMPTLY AND IN CONFORMITY WITH THE INVITATION TO BID (AND ACCOMPANYING ADDENDUMS). ALASKA STATUTORY LANGUAGE (AS SEC. 36.30.170) REQUIRES CONFORMITY IN"...ALL MATERIAL ASPECTS TO THE REQUIREMENTS AND CRITERIA SET OUT IN THE INVITATION TO BID." BY CORRECTING THE AS&R BID ERROR OR INTERPRETING A PATENT AMBIGUITY OF A MATERIAL ELEMENT IN THEIR FAVOR THE PURCHASING DIRECTOR ELEVATED WHAT SHOULD HAVE BEEN A NON-RESPONSIVE BID TO A RESPONSIVE BID THEREBY PREJUDICING FAIR COMPETITION. THE AS&R BID WAS NOT IN CONFOMITY WITH THE INSTRUCTIONS TO BIDDERS AND / OR THE THREE ADDENDUMS ISSUED PRIOR TO THE BID DATE AND TIME. AS A RESULT THE AS & R BID SHOULD HAVE BEEN DECLARED NON-RESPONSIVE. AS&R SHOULD NOT BE REWARDED FOR SUBMITTING A BID IN ERROR NOR SHOULD THE OTHER BIDDERS AND SPECIFICALLY D & L BE PENALIZED WHEN SUBMITTING THEIR BIDS IN CONFORMANCE WITH THE REQUIREMENTS AND CRITERIA SET OUT IN THE INVITATION TO BID.

THE KPB RELEASED ITB22-044 SUMMER & WINTER ROAD MAINTENANCE, WEST REGION 4, WEST REGION 5 AND WEST REGION 6 ON APRIL 6, 2022. THESE DOCUMENTS INCLUDE SEVEN PAGES OF INSTRUCTIONS TO BIDDERS WHICH SPECIFY THE FORM AND PROCEDURES FOR THE SUBMISSION OF A COMPLETE AND ACCEPTABLE BID. THESE DOCUMENTS ALSO INCLUDED A SEPARATE BID FORM, PAGES 1 AND 2, FOR EACH OF THESE THREE REGIONS. THE KPB RECEIVED TWO RESPONSIVE BIDS (D & L AND RIVER CITY CONSTRUCTION) FOR WEST REGION 6 AND ONE NON-RESPONSIVE BID (ALASKA SCRAP &

RECYCLING). THE NON-RESPONSIVE BID INCLUDED THE BID FORM, PAGE 1 OF 2, FOR WEST REGION 6 AND THE WRONG BID FORM, PAGE 2 OF 2, FOR WEST REGION 5. AND THE NON-RESPONSIVE BID MARKED THREE X'S ON THE BID FORM INSTEAD OF THE NUMBERS 1, 2 AND 3 IN THE ADDENDA ACKNOWLEDGEMENT PORTION OF THE BID FORM.

THE INSTRUCTIONS TO BIDDERS, ITEM 10. PREPARATION AND SUBMISSION OF BIDS STATES, IN PART, "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.**" SUBMITTING THE WRONG BID FORM IS CERTAINLY AN IRREGULARITY. THIS ITEM GOES ON TO SAY THAT "THE BID SCHEDULE INVITES BIDS ON DEFINITE PLANS AND SPECIFICATION." SUBMITTING A BID FORM, PAGE 1 OF 2, FOR WEST REGION 6 AND A BID FORM, PAGE 2 OF 2, FOR WEST REGION 5 DOES NOT MEET THE CRITERIA OF BIDDING ON DEFINITE PLANS AND SPECIFICATIONS; THIS ONLY MAKES THE BID INCOMPLETE, INDEFINITE AND AMBIGUOUS.

THREE ADDENDUMS WERE ISSUED FOR THIS PROJECT; ADDENDUM NO. 1 DATED APRIL 7, 2022, ADDENDUM NO. 2 DATED APRIL 21, 2022 AND ADDENDUM NO. 3 DATED MAY 3, 2022. THE INSTRUCTIONS TO BIDDERS, ITEM 9, INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS STATES, IN PART, THAT "ALL ADDENDA MUST BE ACKNOWLEDGED IN THE SPACE PROVIDED ON THE BID FORM." ALL OTHER BIDS SUBMITTED PROPERLY ACKNOWLEDGED THESE THREE ADDENDUMS (1, 2 & 3). THE NON-RESPONSIVE BID ONLY MARKED THE BID FORM WITH THREE X'S. THIS IS NOT STANDARD INDUSTRY PRACTICE AND DOES NOT MEET THE REQUIREMENTS OF THE BID FORM. THIS IMPROPER ACKNOWLEDGEMENT OF THE ADDENDUM'S SHOULD HAVE DEEMED THE ALASKA SCRAP & RECYCLING BID NON-RESPONSIVE.

FOR ALL OF THE REASONS SET OUT ABOVE WE AGAIN HEREBY REQUEST THAT THE KPB ASSEMBLY REMAND THIS MATTER BACK TO THE MAYOR WITH A RECOMMENDATION THAT THE CONTRACT BE AWARDED TO D & L.

Gmail

Larry Smith <dlconst.smith@gmail.com>

Intent to Award & Bid Tab - West Region, Unit 6

shawn rivercityconstruction.us <shawn@rivercityconstruction.us> Mon, May 9, 2022 at 1:24 PM
To: "Hartley, Patricia" <PHartley@kpb.us>, "pkeen@aslaskascrap.com" <pkeen@aslaskascrap.com>, Larry Smith <dlconst.smith@gmail.com>
Cc: "Uhlin, Dil" <duhlin@kpb.us>, "Painter, Jed" <JPainter@kpb.us>, "Agosti, Elaine" <eagosti@kpb.us>, "Fuller,Karen" <KFuller@kpb.us>

First off I want to say I have nothing against Paul or Alaska Scrap and this is not their fault. This decision on the part of the Borough does not affect me in any way at this point, however the precedent that it set affects every contractor in the Borough in the future. I am absolutely appalled at the Borough's lack of ethics in this matter. Any government organization should be above reproach when it comes to issuing contracts. Alaska Scrap did not bid on W6 at all. Their intention to bid on W6 is irrelevant. They bid on W5. Their is no provision in the contract for a contractor or the Borough to switch which unit a bid is applied to after the fact. There can be no grey area in public bidding like that. There can be no preferential treatment given to one contractor, even if it financially benefits the Borough. The Borough cannot let its financial struggles affect its moral and ethical compass. What is even worse is if I had not been in the room during the bid opening the Borough would have been able to quietly and secretly sweep this under the rug with D&L, the real low bidder, being none the wiser. I feel for Alaska Scrap, I really do. Any contractor that has been doing this any length of time has made mistakes on bids and had to live with it. It is part of the business.

I really hope D&L does not let this precedent stand without a fight. I will gladly stand by their side in this and give my first hand testimony in court or to the media or however they see fit to pursue this. Regardless the public needs to know that this is how the Borough currently conducts business. I think most voters would be as appalled as I am.

Shawn Holly
River City Construction

From: Hartley, Patricia <PHartley@kpb.us>
Sent: Monday, May 9, 2022 12:10 PM
To: 'pkeen@aslaskascrap.com' <pkeen@aslaskascrap.com>; 'Larry Smith' <dlconst.smith@gmail.com>; shawn rivercityconstruction.us <shawn@rivercityconstruction.us>
Cc: Uhlin, Dil <duhlin@kpb.us>; Painter, Jed <JPainter@kpb.us>; Agosti, Elaine <eagosti@kpb.us>; Fuller,Karen <KFuller@kpb.us>
Subject: Intent to Award & Bid Tab - West Region, Unit 6

[Quoted text hidden]

Purchasing & Contracting Department
47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 714-2260 • (907) 714-2373 Fax

Charlie Pierce
Borough Mayor

ADDENDUM NO. 3

This addendum consists of 1 page

TO: All Bid Packet Holders

FROM: Kenai Peninsula Borough – Purchasing & Contracting

DATE: May 3, 2022

SUBJECT: Invitation to Bid – ITB22-044 Summer & Winter Road Maintenance West Region, Units 4, 5, & 6

DUE DATE: May 4, 2022 by no later than 3:00 PM

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

We look forward to receiving your bid by no later than 3:00 PM on May 4, 2022.

ITEM NO.	REFERENCE	DESCRIPTION
03-01	Plan Holder Question	Q: We are looking at Number 13, last sentence, under Instructions to Bidder. *"If any bidder has interest in more than one bid, all bids in which such bidder has interest shall be rejected."* Does this mean we can only bid on one unit? Please clarify meaning and context. ***A: No, contractors can bid on multiple units.***

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

Purchasing & Contracting Department
47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 714-2260 • (907) 714-2373 Fax

Charlie Pierce
Borough Mayor

ADDENDUM NO. 2

This addendum consists of 6 pages

TO: All Bid Packet Holders

FROM: Kenai Peninsula Borough – Purchasing & Contracting

DATE: April 21, 2022

SUBJECT: Invitation to Bid – ITB22-044 Summer & Winter Road Maintenance West Region, Units 4, 5, & 6

DUE DATE: May 4, 2022 by no later than 3:00 PM

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

As specified in Section 9 of the Kenai Peninsula Borough's invitation to bid, we have agreed to answer written questions received through April 18, 2022.

We look forward to receiving your bid by no later than 3:00 PM on May 4, 2022.

ITEM NO.	REFERENCE	DESCRIPTION
02-01	Plan Holder Question	Q: Is a bid bond required for this project? ***A: No bonds are required for Summer & Winter Maintenance Contracts.***
02-02	Plan Holder Question	Q: Do you have a copy of the Daily Work Report(s) that is to be submitted per Scope of Work 1.3? Who is this form to be submitted to and how is it to be submitted? Is a separate report required for each road on each day or all roads worked on in a day to be reported on one report?

		A:	***A sample copy of the report is attached. Reports shall be submitted by e-mail (an e-mail address will be supplied when contract is awarded). All roads worked on in one day shall be on the report.***
02-03	Pre-Bid Question	Q:	Will the CPI, Inflation rate be applied to these contracts after the first year of contract?
		A:	***The CPI will be adjusted per Article 6 of the Sample Agreement Form provided in the ITB.***
02-04	Pre-Bid Question	Q:	Will Road Inspectors be inspecting the roads throughout the summer and winter.
		A:	***Yes.***
02-05	Clarification	C:	7.2 Summer Maintenance: Springtime grading shall occur after road restrictions have been lifted and moisture content of the travel lane and subgrade are optimal. Contractor shall stop work and notify owner when moisture content is not optimal. Damage caused by the Contractor shall be the financial responsibility of the Contractor
		A:	***7.2 Summer Maintenance: Springtime grading shall occur on all roads when conditions allow without causing damage to the road. Damage caused by the Contractor shall be the financial responsibility of the Contractor.***
02-06	Clarification	C:	Scope of Work, Section 7.3 Gravel Roads: (4th sentence) Perform all grading when roads are at optimum moisture content.
		A:	***Removed this sentence entirely***
02-08	Clarification	C:	3. Response Time: 3.2. Work shall begin within the required response time. Response time for summer maintenance shall be no more than 24 hours after trigger point has been reached or called out by owner. Response time for winter maintenance shall be no more than 4 hours after

the trigger point has been reached or called out by owner.

A: ***Work shall begin within the required response time. Response time for summer and winter maintenance shall be when trigger points have been reached.***

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

Kenai Peninsula Borough - Road Service Area
INVOICE FROM VENDOR

Vendor ID Sample
Sample Vendor Name
Sample Vendor Address

Region: South, Unit: 03
KPB PO #: - Summer

Work Date: _____
Start Time: _____
End Time: _____
Operator: _____
Vendor Invoice #: _____

Total Cubic Yards: _____
Total Hours: _____
Grand Total Amount: -
Road Inspector Signature: _____
Date Signed: _____

Seq#	Road Name	Map	Length	Work	Equipment	Hrs/Yds	Rate	Total
5	STARISKI RIDGE RD	AR01	1,825					
10	STODDARD AVE	AR01	1,650					
20	SLUICE WAY	AR01	1,130					
30	LEE ROY AVE	AR01	2,350					
40	BRIDGE - LEE ROY	AR01	25					
45	ROCKIN CHAIR CT	AR01	900					
50	MOOSEFIELD ST	AR01	2,175					
60	KALLMAN DR	AR01	1,050					
70	KUTAFYA RD	AR01	2,150					
81	CAPE NINILCHIK AVE	AR29	2,925					
90	WHISKEY GULCH ST	AR29	700					
100	OPPORTUNITY LN	AR29	2,175					
110	JODYS BLISS RD	AR29	975					
120	BOURBON AVE	AR29	325					
125	LA DUQUESA LN	AR29	1,000					
130	VALLEYSIDE AVE	AR29	675					
140	SHOREBIRD LN	AR29	4,225					
145	PACIFIC PARK ST	AR29	1,250					
146	WHISKEY GULCH ST	AR29	3,750					
150	ILIAMNA CT	AR29	600					
160	TOLKIEN WAY	AR29	450					
170	SARAH AVE	AR29	2,900					

175	CONIFER CIR	AR29	350					
180	HEATHER GLEN CT	AR29	850					
190	ESTER AVE	AR29	3,350					
191	BIRCH ST -2	AR29	575					
192	GRUMMAN AVE - 2	AR29	400					
193	HAIRY CANARY ST	AR29	397					
200	ALDER ST	AR29	2,050					
210	ROSE AVE	AR29	900					
220	CLUTTS AVE	AR29	380					
230	BIRCH ST	AR29	1,000					
240	GRANROSS ST	AR29	2,700					
245	LAIDA AVE	AR29	1,150					
250	AIR PARK CT	AR29	440					
260	ANCHOR RIVER AIR PARI	AR29	1,135					
270	GRUMMAN AVE	AR29	825					
280	KINGAIR AVE	AR29	850					
300	SANDBEACH RD	AR30	1,450					
310	HMS RESOLUTION RD	AR31	1,600					
315	GOLF DR	AR31	550					
320	SAND CT	AR30	200					
330	BAILEY DR	AR29	850					
340	THURMOND AVE	AR31	550					
342	EASON LN-1	AR31	150					
345	BATES AVE	AR31	325					
350	EASON LN	AR31	750					
360	SCHOOL AVE	AR31	3,000					
370	SPINNAKER AVE	AR31	200					
380	NELSON ST	AR31	500					
390	DANVER ST	AR31	4,750					
400	BECKER CT	AR31	525					
420	SEAWARD AVE	AR31	1,650					
425	FISHER CT	AR31	383					
430	SEABURY RD	AR31	2,075					
435	FINLANDER CT	AR31	950					
440	ECHO DR	AR31	1,600					
442	SEAWARD AVE -1	AR31	400					
445	SPRUCE VIEW ST	AR31	250					
450	MOFFIT PL	AR31	1,100					

460	TWIN PEAKS LOOP	AR31	500					
470	TRYAGAIN AVE	AR31	2,000					
480	SCANDINAVIAN DR	AR31	600					
490	NORDIC CT	AR31	300					
500	LIFEBOAT LOOP	AR31	2,475					
520	ASHFORD DR	AR31	1,650					
525	SEABURY RD-1	AR31	1,450					
540	WESTWOOD DR	AR31	450					
550	LAZYDAYS ST	AR31	300					
560	HARRY OLSON RD	AR31	2,570					
570	RASCAL LN	AR64	500					
580	WATERCOLOR LAKES DR	AR64	600					
590	NJ CT	AR64	800					
600	BASEBALL ST	AR64	900					
610	OLDRE CT	AR64	400					
620	SILVERBERRY AVE	AR63	1,600					
630	ORIGINAL DR	AR64	5,300					
640	BANEBERRY PL	AR64	450					
650	CLOUDBERRY DR	AR64	500					
660	MOSSBERRY ST	AR63	1,150					
670	APPLEBERRY ST	AR63	1,150					
680	MELODY WAY	AR63	550					
690	LYRIC CIR	AR63	550					
710	DUSTY ST	AR63	2,275					
720	HONORABLE DOW LINC /	AR63	1,050					
730	HORN CT	AR63	400					
740	GREG CT	AR63	400					
750	KAREN CIR	AR63	1,000					
760	GRINER AVE	AR32	3,900					
770	DIANE ST	AR32	320					
780	SHANNON RD	AR32	1,350					
790	SABEA CIR	AR32	1,350					

Purchasing & Contracting Department
47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 714-2260 • (907) 714-2373 Fax

Charlie Pierce
Borough Mayor

ADDENDUM NO. 1

This addendum consists of 1 page

TO: All Bid Packet Holders

FROM: Kenai Peninsula Borough – Purchasing & Contracting

DATE: April 7, 2022

SUBJECT: Invitation to Bid – ITB22-044 Summer & Winter Road Maintenance West Region, Units 4, 5, & 6

DUE DATE: May 4, 2022 by no later than 3:00 PM

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

As specified in Section 9 of the Kenai Peninsula Borough's invitation to bid, we have agreed to answer written questions received through April 18, 2022.

We look forward to receiving your bid by no later than 3:00 PM on May 4, 2022.

The Pre-Bid Conference for April 13, 2022, at 10:00 AM will be held via video and audio conferencing. Please feel free to join the video conferencing Zoom meeting by clicking on the following link to log into this meeting.

Join Zoom Meeting
https://us06web.zoom.us/j/88477173003

Meeting ID: 884 7717 3003

Dial by your location
+1 253 215 8782 US (Tacoma)

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

INVITATION TO BID

KENAI PENINSULA BOROUGH
ROAD SERVICE AREA

ITB22-044
Summer & Winter Road Maintenance
WEST REGION, UNIT 4, WEST REGION UNIT 5, WEST REGION UNIT 6

Release Date:	April 6, 2022
Pre-Bid Conference:	April 13, 2022 at 10:00 AM Zoom Conference
Bid Due Date:	May 4, 2022 no later than 3:00 PM Purchasing and Contracting Office 47140 E Poppy Lane Soldotna Alaska 99669

PART I
BIDDING DOCUMENTS

Invitation to Bid
Instructions to Bidders
Bid Form
Tax Compliance Form
Bid Bond Form

INSTRUCTIONS TO BIDDER

1. GENERAL:

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

In an effort to make the solicitation process more efficient and cost effective for both vendors and the agency, the Kenai Peninsula Borough has adopted an electronic bidding process for Invitations to Bid and Requests for Proposal. Electronic bids/proposals may be submitted at the BidExpress.com website as the primary method of bid/proposal submission. For a limited time, paper bids/proposals will continue to be accepted, but it is strongly recommended vendors become familiar with the electronic process as soon as possible to prepare for future plans to only accept electronic bids/proposals.

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 Purchasing and Contracting Director reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant. The Purchasing and Contracting Director 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 Borough Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, 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 Borough shall have the right to terminate the Agreement for the Contractor's breach, and the Borough may then pursue such remedies as provided in the Contract Documents or as provided by state statute, borough code, or as appropriate.

6. 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 Alaska Business License Number and, if applicable, a current, valid Contractor's License Number, Specialty Contractor License Number, etc. Failure to submit all required information on the Bid Form may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

Kenai Peninsula Borough Code requires that businesses or 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. The *Tax Compliance Certificate* must be signed by the bidder and submitted with the bid. (Note: Tax Compliance Certificates are not required to be approved by the Boroughs Finance Department prior to submitting a bid.)

8. LOCAL PREFERENCE

A 5 percent local preference policy has been established and may be applied to all purchases under $50,000. A local business is defined as: any business or company having a physical presence in the Borough, registered in the Borough to collect sales tax, and locally provides the products and services sought.

9. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Purchasing and Contracting Director 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 Purchasing and Contracting Director and shall arrive no later than 5.00 PM on April 18, 2022. Questions may be submitted through the online questions and answers section of this bid on BidExpress.com, faxed to (907) 714-2373 or emailed to purchasing@kpb.us. The subject line of the email should read, **"Questions: ITB22-044 Summer & Winter Road Maintenance West Region Units 4, 5, and 6."**

Oral questions may be presented at a pre-bid conference if one is provided for in the Bid Documents. Interpretations, corrections, material substitution requests 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 Borough's Purchasing and Contracting Director. Questions or requests for clarification directed to any other member of the Borough staff may be grounds for rejection of the 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 Borough.

- 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 (2) to three (3) days' delivery time for express, priority or expedited delivery services.

11. MODIFICATION OF BIDS

Bid modifications will be accepted by the Borough, 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.

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.

Modifications to electronically submitted bids may be made any time prior to the bid deadline using BidExpress.com.

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 Borough.

13. ACCEPTANCE – REJECTION OF BIDS

The Borough 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 Borough. However, the requirements for timeliness and manual

direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected bidder further covenants that in its performance of the contract no person having such interest shall be employed, **without first disclosing his/her potential conflict.**

18. APPEAL PROCESS

A bidder adversely affected by the provisions of Chapter 5.28 of the KPB Code, or regulations promulgated thereunder, or by any acts of the Borough in connection with the award of this contract may file a bid protest personally received at the office of the Borough Purchasing and Contracting Director within three (3) business days after the notice of intent to award is provided. This appeal must comply with the requirements of KPB 5.28.320 of the Borough code and may be hand delivered, delivered by mail, or by facsimile at (907) 714-2373. A fee of $300 shall be paid to the Borough and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the mayor or assembly.

17 AAC 42.315
.321

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 4
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12		
TOTAL EXTENDED BID				**$**	

_____
Company Name

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 5
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12		
TOTAL EXTENDED BID				**$**	

Company Name

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 6
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12		
TOTAL EXTENDED BID				**$**	

Company Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ _____,as Principal, and _____, as Surety, are hereby held and firmly bound unto _____, as the OWNER in the penal sum of _____ for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20___. The Principal has submitted to _____ _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE,

(a) If said BID shall be rejected or
(b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By: _____

IMPORTANT- - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

KENAI PENINSULA BOROUGH CONTRACT BETWEEN OWNER AND CONTRACTOR

MADE AS OF THE _____ DAY OF _____ 20___.

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

AND the CONTRACTOR:

FOR the PROJECT: KENAI PENINSULA BOROUGH ROAD SERVICE AREA
RFP22-044 SUMMER & WINTER ROAD MAINTENANCE
WEST REGION, UNITS 4, 5 & 6.

ARTICLE 1
THE WORK

The Contractor shall perform all the work required by the Contract Documents for the project: KENAI PENINSULA BOROUGH ROAD SERVICE AREA, SUMMER & WINTER ROAD MAINTENANCE, WEST REGION, UNITS 4, 5, & 6.

ARTICLE 2
TIME OF COMMENCEMENT AND DURATION

The services under this Contract shall commence on the date indicated by the Owner on the written Notice to Proceed (the "Effective Date") and shall terminate on June 30, 2025. The Contract may be renewed for TWO additional yearly terms, at the sole option of the Owner. A notice of extension signed by the Owner shall be executed on or before June 1, if the renewal option is exercised. Renewal terms shall commence July 1 and terminate June 30. Total contract terms, including the initial term and all renewals, shall not exceed five (5) years.

ARTICLE 3
CONTRACT SUM & PAYMENT

The Owner shall pay the Contractor based on the unit prices and lump sum prices as provided in Attachment B. The Owner does not represent or warrant that all the basic services pay item units used for the estimate on Attachment B 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 $_____ for any single contract year. Contractor shall invoice Owner on a monthly basis with such invoice setting forth a description of the services provided and reasonable documentation to support any charges thereon. Invoices

With copy to:

Kenai Peninsula Borough
Attn: Legal Department
144 N. Binkley Street
Soldotna, AK 99669

ARTICLE 6
INFLATION ADJUSTMENT

The bid price of the Contract will be adjusted each fiscal on or around March 1st to account for inflation. The inflation adjustment will be based upon the annual percentage change in inflation for the previous year based upon the U.S. Department of Labor statistics for Anchorage, Alaska and will not commence until the first full calendar year of the contract.

ARTICLE 7
NO THIRD PARTY BENEFICIARY

This Contract 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.

ARTICLE 8
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, Mayor

Date: _____

CONTRACTOR

_____
Signature

_____
Name and Title of Officer
(printed or typed)

_____
Company Name (printed or typed)
Date: _____

_____

LIMITED LIABILITY COMPANY

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by (name) _____, the (member/manager) _____ of (name of LLC) _____, an Alaska Limited Liability Company, for and on behalf of the LLC.

(Notary Seal)

_____
Notary Public for State of Alaska
My Commission Expires: _____

PARTNERSHIP

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by (name of partner or agent) _____, partner (or agent) of (name of partnership) _____ for and on behalf of the partnership.

(Notary Seal)

_____
Notary Public for State of Alaska
My Commission Expires: _____

SOLE OWNERSHIP

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by (name) _____, dba _____ _____.

(Notary Seal)

_____
Notary Public for State of Alaska
My Commission Expires: _____

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

PROJECT NUMBER & NAME: _____

CONTRACTOR/SUBCONTRACTOR: _____

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

1. That pursuant to this contract for project _____ between the undersigned and the Kenai Peninsula Borough 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 Kenai Peninsula Borough 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 Borough, that he did not rent or purchase any equipment or materials from any employee of the Borough, nor to the best of his knowledge, from any agent of any employee of the Borough, and that he has not made any promise to an employee or agent of the Borough 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 Kenai Peninsula Borough, 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.

4. The Contractor shall indemnify, defend, save and hold the Borough, 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 Borough 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 Borough, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the Borough for damage or loss that has been found to be attributed to an independent contractor directly responsible to the Borough 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 _____ of 20_____.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, Limited Liability Company or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto_____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of said work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, Limited Liability Company or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PART III
CONTRACT CONDITIONS
General Conditions

1.8 Knowledge. The term "knowledge," "recognize," and "discover," when used in the Contract Documents in reference to Contractor, shall mean that the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents.

1.9 Modification. A modification is a written amendment to the Contract signed by both parties or a change order issued by the Owner.

1.10 Notice to Proceed. A written notice to the Contractor to begin the Work and establishing the date on which the Contract Time begins.

1.11 Owner. The Kenai Peninsula Borough.

1.12 Reasonably Inferable. The term shall mean reasonably inferable by a Contractor familiar with Road Maintenance Services and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.13 Subcontractor. A person or entity who has a direct contract with the Contractor to perform a portion of the Work or provide a portion of the necessary equipment or supplies.

1.14 Work. The term "work" means the Road Maintenance Services required by the Contract Documents, whether completed or partially completed, and includes the result of performing or providing, all necessary equipment, materials, supplies, tools, freight, labor, supervision, and transportation provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole, or part.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents shall be signed by Contractor within ten (10) calendar days after receipt from Owner. At the sole discretion of Owner, if signed Contract Documents are not received within ten (10) calendar days, Owner may award the contract to the next highest scoring proposer.

2.2 By executing the Contract Documents, Contractor represents that it has inspected the road maintenance unit ("the site") and familiarized itself with the local conditions under which the Work is to be performed and with the scope of work required by the Contract Documents. Contractor shall bear any losses arising from its failure to inspect the site or failure to determine conditions affecting the Work and ascertainable by reasonable inspection or inquiry to Owner.

2.3 Should any provision or requirement of the Contract Documents conflict with any other, the conflict will be resolved by reference to the Contract Documents in the following order of priority:

A. The most recent version of the Contract or modification thereto;

road inspector shall be assigned to the road maintenance unit and shall be made known to Contractor.

3.2 Owner will make periodic visits to the road maintenance unit to inspect the work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on such observations of the work and on communication between Contractor and Owner, Owner will evaluate Contractor's invoices for payment.

3.3 Owner and/or Owner's Representative will have authority to reject work which does not conform with the requirements of the Contract Documents and to require such remedial work, as is necessary to make the work conform to the Contract requirements.

3.4 The Road Service Area Director, or their designee, will decide all questions which may arise as to

a. Quality and acceptability of materials furnished;
b. Quality and acceptability of Work performed;
c. Compliance with any the schedule of progress;
d. Interpretation of Contract Documents;
e. Acceptable fulfillment of the Contract on the part of the Contractor.

3.5 The Road Service Area Director and/or his designee, may make visits to the site(s) and any approved storage sites at intervals appropriate to the various stages of road maintenance services to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Road Service Area Director or designee may, at reasonable times, inspect that place of business of the Contractor or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACTOR

4.1 The services to be rendered under the Contract are those of an independent contractor. Contractor is not an officer, employee, or agent of Owner. The Contractor shall not make representations otherwise and shall not represent it has authority to incur any liabilities on behalf of the Owner. The Owner shall not supervise or direct the Contractor except as set forth in the Contract Documents.

4.2 The means, methods, techniques, sequences or procedures of Road Maintenance, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the Contractor.

4.3 Contractor shall supervise and direct the Work, using its professional skill and attention. No additional compensation shall be paid to Contractor for additional work required

the person's race, religion, color, or national origin, or because of the person's age, sex, marital status, sexual orientation, pregnancy, parenthood, or disability if the individual, with reasonable accommodation, is qualified to perform the essential functions of the job. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert this provision in all subcontracts hereunder and to require the subcontractors to insert this provision in their subcontracts. Contractor shall comply with AS 18.80.220, any amendments thereof and applicable federal law regarding equal employment practices.

4.13 The Contractor shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the Kenai Peninsula Borough and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the Contractor, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the Owner shall not be responsible for monitoring Contractor's compliance with any Regulatory Requirements.

4.14 Contractor shall pay for all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof. This requirement does not lessen the requirement for indemnification stated in Article 9.1.

ARTICLE 5 SEPARATE CONTRACTS

5.1 Owner reserves the right to award other contracts in connection with other portions of road maintenance or improvement work in the road maintenance unit.

5.2 Contractor shall afford other contractors or other persons authorized by Owner reasonable opportunity for the execution of their work. Contractor shall properly coordinate its work with other contractors of Owner.

5.3 Any costs caused by defective, ill-timed, or untimely work shall be borne by the party responsible thereof and shall be paid promptly.

ARTICLE 6 SUBCONTRACTORS

6.1 A subcontractor is a person or entity having a direct contract with Contractor or Contractor's subcontractor to perform any of the work under these Contract Documents. Subcontractors must be approved, in writing, by Owner prior to subcontractor's commencing work.

a) Workers' Compensation Insurance:
Contractor and subcontractor(s) of any tier shall provide and maintain, for all of its employees engaged in work under this Contract, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Subrogation shall be waived.

b) Comprehensive or Commercial General Liability Insurance:
Contractor and subcontractor(s) of any tier shall provide and maintain, Commercial General Liability Insurance (CGL). The CGL Policy shall be written on an occurrence basis and with a limit of not less than **ONE MILLION AND NO/100 DOLLARS ($1,000,000.00)** each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived. The Kenai Peninsula Borough shall be named as an "Additional Insured" under all liability coverage listed above.

c) Automobile Liability Insurance:
Contractor and subcontractor(s) of any tier shall provide and maintain, Auto Liability Insurance (ALI). The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND N0/100 DOLLARS ($1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND N0/100 DOLLARS ($1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

d) Excess Liability:
If necessary to provide the required limits, required policy limits may be layered with a Commercial Umbrella or Excess Liability policy or policies. This policy shall name the KPB as Additional Insured and waiver of subrogation language shall be included.

e) Personal Property:
If applicable, Contractor and subcontractor(s) of any tier shall purchase insurance to cover any personal property used in performance of the contract. In no event shall the

8.8 Owner, at its option, may purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the Contract. Insurance providing coverage against fire and extended coverage perils, may at Owner's option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this Article is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear. This section does not modify Contractor's or subcontractors' responsibility to provide insurance as required in Article 9.

ARTICLE 9 INDEMNIFICATION

9.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Work, either by Contractor or any of its Subcontractors. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

9.2 The Contractor shall not be required to defend or indemnify the Owner for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the Owner. If there is a claim of, or liability for, the joint negligence of the Contractor and the independent negligence of the Owner, 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.

9.3 "Contractor" and "Owner" 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 Owner" does not include alleged negligence in the Owner's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

9.4 In claims against any person or entity indemnified under paragraph 9.1 by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

proceed to correct such defective Work. Owner shall follow-up with written notice of the work done and attempts at communication within ten (10) calendar days of the event. All direct, indirect and consequential costs of the Owner in exercising such rights and remedies shall be charged against the Contractor, and the Owner shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 11 CHANGES IN THE WORK

11.1 CHANGES

11.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order subject to the limitations stated in this Article 11 and elsewhere in the Contract Documents.

11.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Document, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, nor any claim that the Owner has been unjustly enriched by any alteration or addition to the Work, shall be the basis of any claim to an increase in any amount due under the Contract Documents in any time period provided in the Contract Document.

11.2 CHANGE ORDERS

11.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Contractor, stating their agreement upon all of the following:

11.2.1.1 A change in the Work. Upon identification of a change of condition, the Contractor shall promptly notify the Owner and provide a detailed written description of the change of conditions. Such notification shall occur within no more than 48 hours of the discovery of the change in condition.

11.2.1.2 The amount of the adjustment in the Contract Price, if any. The Contractor shall include any adjustment to Contract Price with the written description provided in 11.2.1.2 and shall detail the reasons for the adjustment in price. The adjustment requested shall include supporting backup for values provided an d breakdown identifying labor, equipment and material qualities and values.

11.2.1.3 The extent of the adjustment in the Contract Time, if any shall be estimated by the Contractor and included in the Change in Work document.

11.2.2. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum.

markup. The materials must be preapproved and incorporated into the work. The Contractor shall furnish to the Owner's Representative proof of payment for materials used in the work plus any applicable transportation charges. For Contractor-produced materials, Contractor must certify, in writing, its Contractor's actual direct cost.

11.3.3.3 Equipment. Includes machinery and special equipment (other than small tools) necessary for the work and authorized by the Owner's Representative . No additional compensation will be made for overhead, profit, maintenance, service, repairs, fuels, lubricants, or replacement parts.

a) Hourly Rental Rate. Based on rental rates in the current edition and appropriate volume of the *Rental Rate Blue Book*, by EquipmentWatch, Penton Media, Inc..

The regular hourly rental rate is equal to the equipment rate plus the estimated hourly operating cost. These rates apply for equipment used during the Contractor's regular shift of ten (10) hours per day. No markup is allowed.

The equipment rate is equal to the age adjusted monthly rate for the basic equipment plus the age adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the regional adjustment factor. The equipment rate is per hour.

The age adjusted monthly rate is that resulting from application of the age adjustment formula, to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Only the attachments required for the time and materials work will be included.

b) Hourly Overtime Rate. Half of the equipment rate plus the full estimated hourly operating cost. The overtime rate will apply to hours the equipment is used in excess of ten (10) hours per day, either on the Contractor's normal work or on time and materials, and either on single or multiple shifts. No markup is allowed.

c) Hourly Stand-by Rate. Half of the equipment rate, for equipment ordered on stand-by during the Contractor's normal work shift, not to exceed eight hours per day. No operating costs or markup is allowed.

d) Unlisted Equipment. For equipment not listed in The Blue Book, the Contractor and the Engineer may agree to a rate before extra work is begun. If agreement is not reached, the Engineer has authority to establish a rate based on similar equipment in *Rental Rate Blue Book* or prevailing commercial rates. No markup is allowed.

e) Leased or Rented Equipment. Equipment that must be rented or leased specifically for work required under this section and authorized in writing by the Owners representative shall be paid at invoice price plus 15 percent markup.

requirements set forth in the Contract Documents and is subject to inspection and approval by the Owner.

12.2 Owner will perform random, periodic inspections to ensure that the requirements of the Contract Documents are being met. Payments to Contractor will be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of Contractor to make payments properly due to subcontractors or suppliers, (4) damage to another contractor, (5) damage to Owner's property, (6) unsatisfactory execution of the work by Contractor; or (7) untimely or delayed execution of the work by Contractor.

12.3 Termination for Cause. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, or fails to perform any provision of the Contract, Owner, without prejudice to any other remedy Owner may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Owner, at its option, after ten (10) days' written notice to Contractor, may terminate the Contract.

12.4 Examples of occurrences creating a breach of contract and justifying termination for cause include, but are not limited to events where the Contractor:

a. Fails to begin the Work under the Contract within the time specified in the Notice to Proceed, or
b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workmen, or failure to supply suitable materials or equipment), or
c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work, or
d. Discontinues the prosecution of the Work, or
e. Becomes insolvent, except that if the Contractor declares bankruptcy termination in accordance with all U.S.C. 362 and/or 11 U.S.C. 365. In the event the Contractor declares bankruptcy the Contractor agrees that the Contract will be assumed or rejected in a timely manner so that the Contract will be completed by the date specified in the Contract Documents, or
f. Allows any final judgment to stand against him unsatisfied for period of sixty (60) calendar days, or
g. Makes an assignment for the benefit of creditors without the consent of the Owner, or
h. Disregards regulatory requirements of any public body having jurisdiction, or
i. Otherwise violates in any substantial way any provisions of the Contract Documents, or
j. For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor of such delay, neglect, or default.

12.5 All time requirements stated in the Contract Documents are of the essence. If Contractor fails to complete the work within the time required by the Contract Documents, then Owner shall have the right, but not the obligation, to contract with another party to

12.10 Termination Due to Non-Availability of Government Funds. If the Owner's Assembly fails to appropriate sufficient funds or fails to authorize the expenditure of funds to continue services under this Contract, the Owner shall, as soon as practical, submit written notice to Contractor terminating this Contract, and releasing Contractor, and any subcontractors, from their obligations therein. Such notice shall be in writing and shall be sent not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g. Assembly Action, official budget or other official Owner document). Termination for non-availability of government funds shall not be deemed to be a breach of this Contract by the Owner. In the case of termination under this section, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination.

12.11 Non-Waiver of Rights. The failure of the Owner at any time to enforce a provision of the Contract Documents shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Contract or any part thereof or the right of the Owner thereafter to enforce each and every provision of the Contract Documents. A term or condition of this Contract may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Contract or by law despite such forbearance or notice.

END GENERAL CONDITIONS

Written Statement Filed by D & L Construction

Scope of Work

1. **SCOPE OF SERVICES**

1.1. General. Provide suitable equipment and perform all the services to accomplish the required road maintenance as set forth under this Contract.

1.2. Contractor's Responsibility to Monitor. It is the responsibility of the Contractor to monitor the condition of all the roads in the unit and respond without callout at all times. During ongoing or anticipated snow and ice events, all roads shall be monitored to ensure compliance with the contract.

1.3. Accessibility. Maintain communication between the Borough and the Contractor at all times. Office to be located within the Kenai Peninsula Borough. Telephone, fax, and cell phones will be local numbers.

Contractor shall submit daily work reports, on a form provided by the owner, that includes all work performed on each road. Forms shall be submitted to the owner every Friday.

Maintain a manned phone with texting capabilities

Maintain a functioning e-mail address.

Maintain contact with your home office to retrieve messages.

When an RSA Inspector requests to be called the call must be returned within the hour

Maintain communications with all working equipment.

Maintain continuous communication during any critical events or occurrence (i.e.

Snowstorms, icing conditions, avalanches, floods, heavy rains, earthquakes, forest fires, etc.).

1.4. Unit Roads. Linear footage shown are for those roads currently accepted for maintenance by the Road Service Area Board. The list is subject to change within the Road Service Area at the sole discretion of the Borough. If the list changes, the mileages will change accordingly. The Contract price will be adjusted to reflect the

additional work that results there from is not part of this Contract. An emergency situation exists when the Borough Mayor or higher authority, declares a "State of Emergency" that encompasses the Road Service Area. In the event of an Emergency, continue to perform work under this Contract unless ordered by authorities to cease.

3. RESPONSE TIME

3.1. Contractor is required to submit a management and safety plan. Contractor's management and safety plan shall describe the system of controls and supervision that the contractor plans to implement, in order to ensure that the operations in the unit(s) are efficient, effective, and concurrent. Contractor's management and safety plan shall address the coordination of contractor's forces, so that each operational unit experiences adequate response to each call-out on a timely basis.

3.2. Work shall begin within the required response time. Response time for summer maintenance shall be no more than 24 hours after trigger point has been reached or called out by the owner. Response time for winter maintenance shall be no more than 4 hours after the trigger point has been reached or call-out by owner.

3.3. Under extreme conditions, as defined herein, response time may be reduced. Extreme conditions shall include severe snowstorm, rainstorm, flooding, wind, or other condition extreme enough to cause exceptional safety problems on roads within the service area. Determination that extreme conditions exist shall be at the Owner's sole discretion. Call-out response time for extreme conditions shall be no more than four (4) hours in summer and two (2) hours in winter.

3.4. If the Contractor fails to comply with the specific response times that are citied in this Contract, the Borough may bring in another contractor to perform the work. This cost will be deducted from the monthly billing amount

4. EVIDENCE OF QUALIFICATIONS:

4.1. General. Upon request of the Owner, a Proposer whose proposal is under consideration for the award of the Agreement shall submit promptly to the Owner satisfactory evidence of the Proposer'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.

4.2. Proposer Qualifications: Before the Proposal is considered for award, the Purchasing and Contracting Director may determine whether or not a Proposer is responsible and may require the Proposer to complete a Proposer Qualification Form and/or a current financial statement prepared by a certified public

6.0 MINIMUM EQUIPMENT REQUIREMENTS

The Contractor shall provide and maintain equipment suitable for this work. All specified equipment shall be in safe working condition, comply with all state and federal standards, and ready for immediate service under all weather conditions.

6.1 Winter Equipment

Contractor shall supply equipment capable performing winter maintenance services as defined in the scope of work.

Contractor shall provide a minimum of one working sander per unit. Each sander shall have a minimum 5 cubic yard capacity or two (2) 2.5 cubic yard capacity sanders per unit.

Contractor shall keep all equipment in good working condition and shall be able to respond to icing conditions within 2 hour.

Failure to have equipment in ready status when needed shall be cause for the Borough to immediately call in another contractor.

Equipment shall be free of excessive grease and oil leaks.

The contractor must comply with ADEC requirements for reporting of spills. Each piece of equipment must have a spill kit in the unit unless an equally effective alternative plan is approved.

Immediately clean up any and all spills in compliance with ADEC requirements

When equipment breaks down while performing winter maintenance, Contractor shall have the equipment repaired and running or have replacement equipment on site and operating within 1 hour.

6.2 Summer Equipment

Contractor shall provide a minimum of one grader per unit. Grader shall be at least 32,000 pounds GVWR, have a minimum 150 horsepower engine, and have a minimum wheel drive of 6x4.

Contractor shall obtain and maintain all permits and keep all equipment current with all local, State and Federal laws.

Contractor shall inspect and maintain equipment to manufacturer's specifications, allowing for ordinary/normal wear, on a routine schedule.

Equipment shall be free of excessive grease and oil leaks.

7.3 Gravel Roads:

Each spring locate and inspect all cross culverts. Promptly notify the Road Inspector of blocked driveway culverts. Mark all cross culverts.

Perform all grading when roads are at optimum moisture content.

Grading must be performed using a motorgrader as defined in equipment specifications.

Grade as needed throughout the summer to provide safe vehicular operation on a smooth driving surface. Potholes over two (2) inches in depth and one (1) foot in diameter exceeding more than 20 in any 100 feet of road must be corrected within 48 24 hours. Any individual pothole or combination of potholes that could cause vehicle damage or loss of vehicle control at normal driving speeds must be corrected immediately.

Grading shall include shaping shoulders, maintaining crown (minimum of 2%, maximum 4%), maintaining super elevations (minimum of 2%, maximum 4%), and grading intersections. Ditches shall be pulled if material is pushed into the ditch during grading operations. Obtain useable grading material for the road surface from the bottom of the ditches. Where ditches do not exist or ditch material is unusable, road surface grading shall be limited to the shoulder-to-shoulder width. Shape the shoulders to provide a smooth transition from the driving surface to the edge of the shoulders. Do not leave berms or wrinkles in the fore slopes and avoid filling ditches with material. After pulling the ditches, the roadway shall be cut and processed, then re-laid to produce an even surface. Where road surface and subgrade materials allow, potholes shall be cut out, not filled. Roads that have been graded and the potholes not cut out shall be re-graded.

Each day's work shall be complete. Leave no berms across driveways or intersections. Leave no rock or debris over 2 inches on the traveled surface. Where the road surface consists of cobbles in excess of 2-inches. Where suitable material is available, the road finished surface shall be left with a blended size gradation of materials that will compact.

In absence of specifications herein to the contrary, the following shall be used as standard maintenance practice guidelines for gravel roads.

Four-way intersections shall be crowned on the road with the highest volume of traffic.

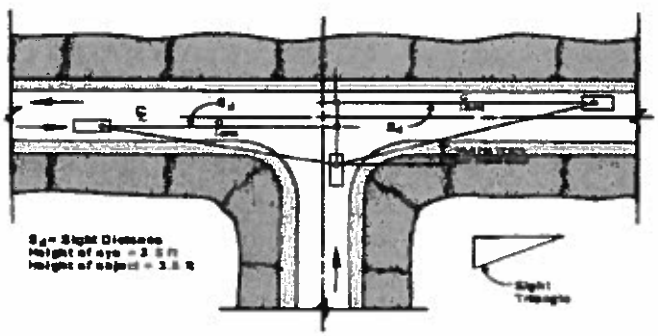
At no time is the 2-4 percent crown to be maintained by cutting down the shoulders. Crown of the roadway shall be maintained by adding material to the total driving surface by pulling from shoulders. Super elevation shall be maintained.

Roads that become too wide shall be narrowed by pulling shoulders. Lay the material on the driving surface of the roadway.

7.7 Gravel Roads: Begin plowing as soon as snow accumulation on the road surface reaches 4-inches An example of a four (4) inch snowfall is a two (2) inch snowfall followed by a two (2) inch snowfall, or four (4) inch accumulation on the edge of road caused by traffic. Open all roads to full width within 24-hours, including all intersections. Maintain minimum sight distance at intersections. **(See Figure 3)**.

FIGURE 3

MINIMUM INTERSECTION SIGHT DISTANCE



DESIGN SPEED or POSTED SPEED LIMIT mph	SD MINIMUM (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645

If snow continues to fall after plowing commences, continue plowing, continuously if necessary, to reduce accumulations over four inches. In any event, do not allow more than 4-inches of new snow to accumulate for more than 24-hours on any road.

7.8 Paved Roads: Begin plowing as soon as snow accumulation on the road surface reaches 4-inches. An example of a four (4) inch snowfall is a two (2) inch snowfall followed by a two (2) inch snow fall, or four (4) inch accumulation on the road edge caused by traffic. Open all roads to full width traffic within 24- hours, including all intersections. **(See Figure 4)**.

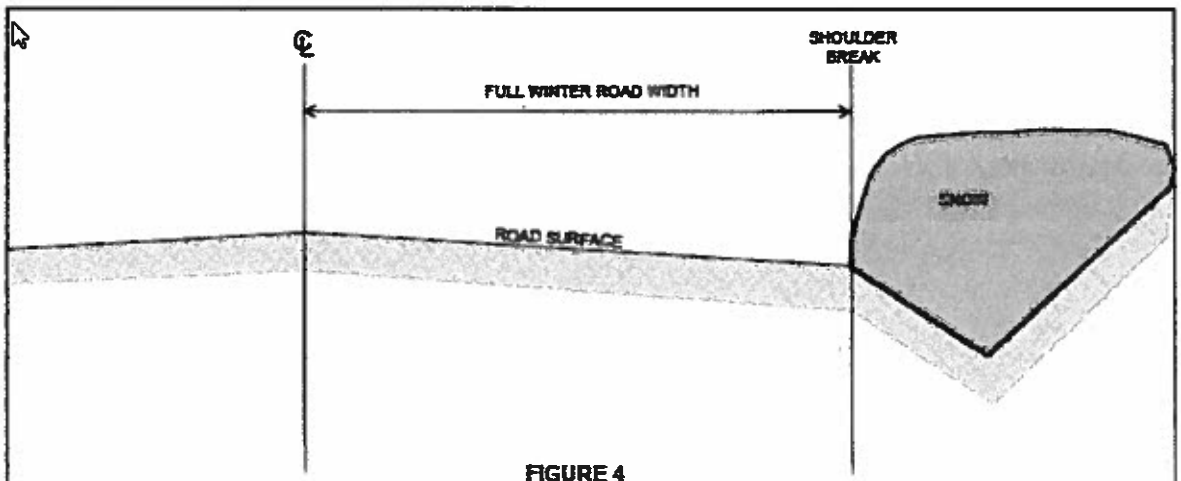


FIGURE 4

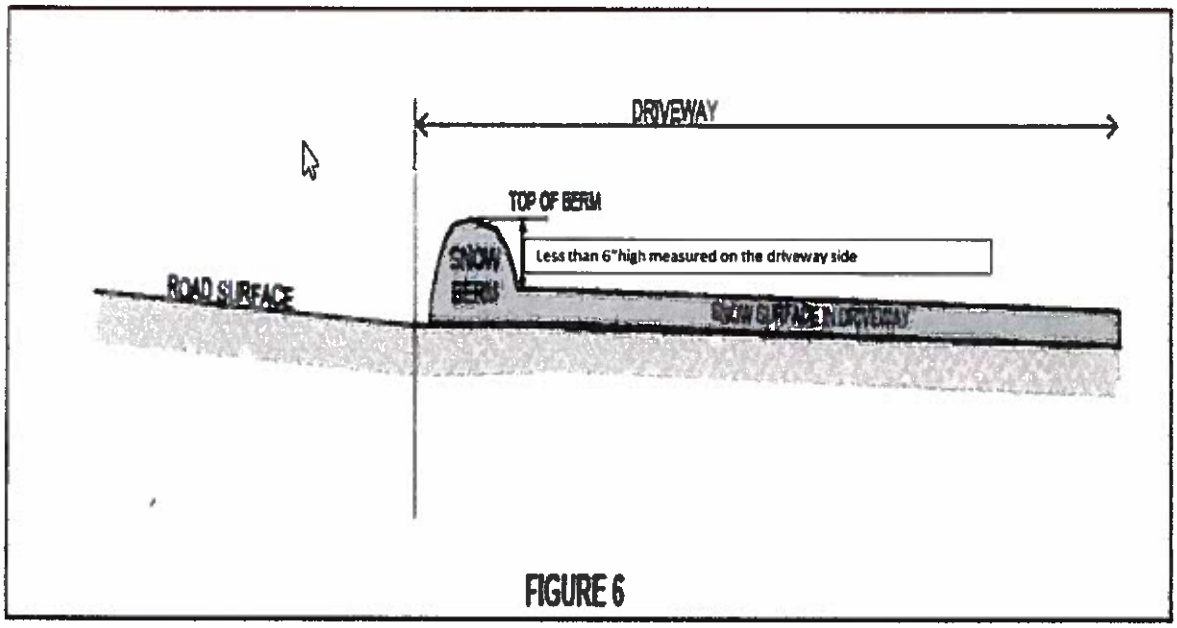


FIGURE 6

Do not plow snow beyond drivable surfaces.

In extreme storms, response times may be adjusted by the Owner.

7.9 Gravel Roads:

Total snow pack on all gravel roads may not exceed two (2) inches.

Paved Roads and approaches:

Total snow pack on paved roads may not exceed two (2) inch.

<u>Icing Conditions:</u>

Implement preventative measures before icing occurs to maintain road surfaces in compliance with this section.

Be alert, observant of road conditions, observant of weather, and react immediately without call-out to any and all icing conditions.

When icing conditions are reported by the RSA Inspector consider the report to be an order to respond immediately.

Eliminate any troughing and shoulder ice in excess of one (1) inch in depth.

Maintain braking traction on all roads at all times. Serration shall be the primary means of providing traction whenever it is feasible. Serration shall be to a minimum depth of ¼ inch.

7.11 Miscellaneous Maintenance:

Damage caused by the Contractor to roads, bridges, signs, culverts, mailboxes, driveways, vehicles, private property, utilities and other items shall be the financial responsibility of the Contractor. Payment for damaged Borough property will be withheld from the Contractor's monthly payment.

Contractor shall notify owner when any damage or accidents occur while performing services in conjunction with this contract.

8. ADDITIONAL SERVICE:

Owner reserves the right to have the contractor perform additional services on an as-needed basis and may include gravel in place, culvert repair, culvert cleaning, culvert replacement, frost boil removal and repair, emergency tree removal, brushing, and culvert thawing.

Contractor shall provide pricing for additional services on the bid form provided by the owner.

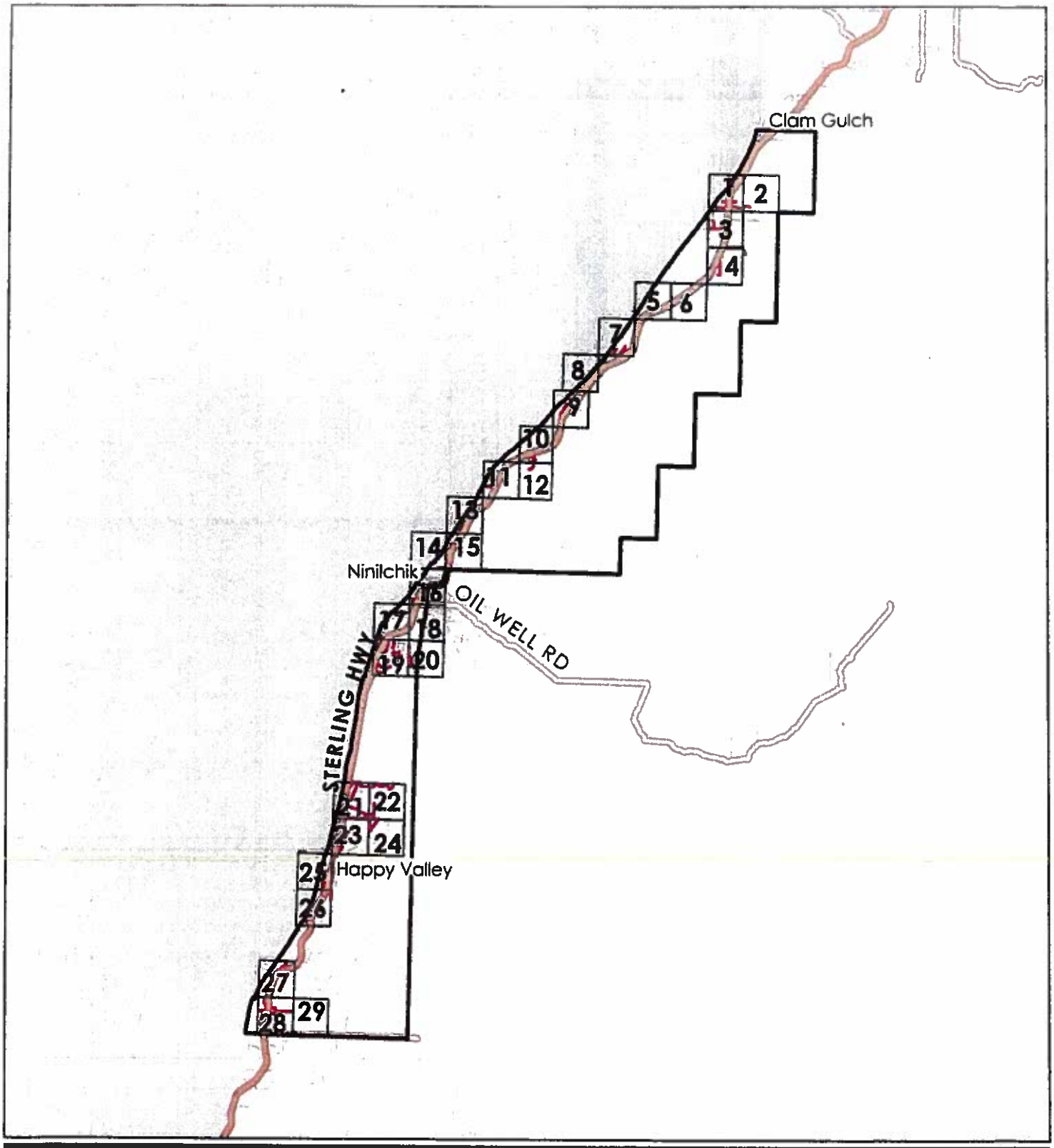
Owner reserves the right to contract additional services with other contractors.

9. PAYMENT

The Borough shall pay the Contractor in accordance with the rates shown on the Bid Form for services performed under this Contract. Contractor shall submit an invoice for payment on the last day of each month that services are performed.

10. TERM OF THE CONTRACT

This Contract will be awarded for a period of (3) three year, with (2) two optional (1) one year extensions.



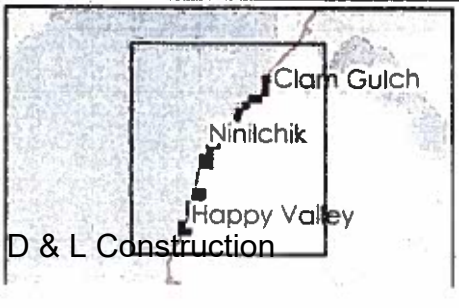
MAP INFO

UNIT W4
PAGE INDEX

N

0 2 4 Miles

VICINITY MAP



LEGEND

- Borough Maintained Roads
- Other Roads
- W4 Sections
- W4 Boundary

490	KIANA DR	2,100
500	KIVALINA CIR	600
510	PALMER FAMILY LN	1,600
520	CRAB MAN RD	1,375
530	SWAN CT	700
550	TIDAL KNOLL RD	2,500
560	GREENFIELD DR	1,050
570	NEWBURY AVE	1,300
580	STARLIGHT ST	590
590	FISHHOOK RD	5,950
600	RIDGEFIELD RD	2,750
610	KENSINGTON AVE	900
620	SUNSHINE DR	4,700
630	TWILIGHT ST	1,700
640	MUIR ST	2,400
650	TIM AVE	5,100
651	CREEK VIEW RD	2,200
652	SHEGOTA LOOP	3,800
653	ARBOB CT	422
654	SHADY DR-2	300
660	BIG VALLEY AVE	350
670	BRI CIR	275
710	CHRISTOPHER CIR	1,130
720	SHADY DR	1,567
730	JUDY CT	260
735	HANKS MILL RD	500
740	NATASCHA AVE	650
750	NIKOLAI ST	2,500
760	LEOPOLD AVE	530
770	MISTY LN	1,400
780	COLLEEN CT	300
790	ROYCE DR	1,000
800	PLUMB LN	1,400
810	JEWEL PL	275
820	INLET COVE LN	550
821	DRIFTWOOD CT	150
822	POINTAVISTA DR	1,850
823	ROZAK AVE	600
824	KAZOR CIR	350
825	ELEMAR CIR	300
830	DAVID AVE	1,050
840	MYRA AVE	2,450
850	SHARON ST	1,000
860	ISABELLE RD	1,010
870	PEGGY DR	1,250
880	TALL TREE AVE	8,300
890	BRIDGE- TALL TREE	58

W5

Seq#	Road Name	Length
10	ALDER AVE	1,350
15	CONRAD ST	1,100
20	ASPEN AVE	1,200
30	KINGSLEY RD	730
40	BLUFF DR	3,350
50	IVY AVE	600
60	LOTHROP PARK DR	1,850
70	MARION ST	550
75	KWAZI ST	1,000
90	BEV AVE	2,200
100	CECELIA ST	2,100
110	TOVARISH RD	2,650
120	CHA MI CIR	450
130	GARSHUCK CT	1,025
140	NORTH STAR CIR	850
150	REBA ST	2,650
160	TOVARISH LN	1,150
180	BEEROZNAYA CT	550
190	HILE AVE	900
200	EASY ST	2,500
220	HARDING AVE	90
230	ALLEN AVE	2,375
235	DEERFIELD ST #2	1,125
240	GREENTREE AVE	1,850
250	BURLWOOD LN	3,175
260	HOLLY ST	5,280
270	EMMA AVE	1,350
280	PROSPECTOR ST	525
290	CHAMBERLAIN AVE	1,350
300	LINGONBERRY AVE	2,650
310	DEERFIELD ST	1,050
320	COTTONWOOD AVE	1,575
330	WILDFLOWER ST	1,400
340	TODD RD	1,850
350	GILBERT ST	1,200
360	MCHONE AVE	1,050
370	WILDCAT ST	550
380	GLENWOOD AVE	1,100
390	LUNCHBOX DR	1,375
400	BRODY RD	7,925
410	BRIDGE - BRODY LN #18'	68
420	EVERGREEN LOOP	2,700
430	BISHOP ST	285
435	TAILWIND RD	3,100
440	HOOLIGAN CIR	300
450	ALICE AVE	2,640
460	FOSTE MCMANN RD	800
470	RIVER VIEW DR	1,850
480	CERVINE CIR	525
490	OIL WELL RD	79,760

Seq#	Road Name	Length
10	PADDLE CIR	500
20	LORI JO ST	2,000
30	SCOTT AVE	1,800
40	KUSTATAN ST	1,200
50	FARR ST	550
60	SILVER WEED ST	1,800
70	DAISY AVE	890
80	POPPY WOOD ST	4,150
81	MATANUSKA ST	2,580
90	AUTUMN CT	400
100	SNOWFLAKE CT	450
110	WINDSONG CT	400
120	WHISPER WAY	525
130	BIRDSONG AVE	650
140	BIRDSONG CT	425
150	COCKROBIN CT	500
160	WHISPERWOOD ST	2,300
165	YALE ST	675
166	PRINCETON AVE - 2	175
170	LIBERTY LN	750
180	COMMERCE ST	2,100
190	MASTERS CT	200
200	BRUMLOW PL	450
210	SINGLETON CT	175
220	ARIES CT	250
230	PISCES CT	300
240	LIBRA CT	300
250	VIRGO CT	350
260	MERRYWOOD AVE	1,700
270	PRINCETON AVE	1,030
280	HARVARD AVE	1,275
290	WAZZU AVE	1,130
300	TANGLEWOOD AVE	350
320	BUSINESS PARK FRON	1,900
330	LAVONNE AVE	1,200
340	POLAR ST	1,500
350	BASE RD	2,600
360	JACNJIL CIR	480
380	TERN CIR	350
390	JITNEY CIR	350
391	WASHINGTON DR	375
392	BLUE SHADOW CT	668
405	ROOSEVELT CIR	1,375
410	ROOSEVELT AVE	3,125
420	TORWICK CIR	650
430	PHYLLIS CIR	700
460	RUSHMORE DR	1,250
470	GRADY CT	400
480	JAMIE CT	450
490	MARIE CT	400
500	WYNONA CT	500
510	SKYLINE DR	5,395
530	LINCOLN AVE	2,675
540	DENALI ST	1,250

W6

1005 KAYEWAY RD	1,264
1007 KAYEWAY CIR	235
1010 SNIPE AVE	972

Gmail

Larry Smith <dlconst.smith@gmail.com>

Intents to Award & Bid Tab - West Region, Unit 6

Larry Smith <dlconst.smith@gmail.com> Fri, May 6, 2022 at 10:09 AM
To: "Hartley, Patricia" <PHartley@kpb.us>, "Hedges, John" <JHedges@kpb.us>, "Uhlin, Dil" <duhlin@kpb.us>

John,
I understand that Alaska Scrap & Recycling did not actually submit a bid for West Region, Unit 6. They may have intended to bid on that Unit, but actually submitted their bid on the Bid Schedule for West Region, Unit 5. And I have been told that their representative at the bid opening indicated their intent to bid on West Region, Unit 6, but you showed them their Bid Schedule and that it was for West Region, Unit 5. All this leads me to believe that D & L is the lowest responsive bidder for the West Region, Unit 6. Do you intend to award this project to D & L?
[Quoted text hidden]
--
Larry Smith

President
D & L Construction Co., Inc.
(907) 262-6160
(907) 262-6163 Fax
(907) 398-4284 Cell

Gmail

Larry Smith <dlconst.smith@gmail.com>

RE: <EXTERNAL-SENDER>Re: Intents to Award & Bid Tab - West Region, Unit 6

Hedges, John <JHedges@kpb.us> Fri, May 6, 2022 at 2:44 PM
To: Larry Smith <dlconst.smith@gmail.com>, "Hartley, Patricia" <PHartley@kpb.us>, "Uhlin, Dil" <duhlin@kpb.us>
Cc: "Steinhage, Walker" <wsteinhage@kpb.us>, "Kelley, Sean" <skelley@kpb.us>

Hi Larry,

Upon further review of the bid documents the signature page of the bid was in fact for Unit 6. The error was in the use of the bid sheet for Unit 5. That bid sheet is identical to the Unit 6 sheet in format and does not alter the value provided. It was apparent through the signature page and the response from the contractor at the bid opening that the intent was to submit a bid for Unit 6. This is a minor irregularity and is not cause for finding Alaska Scrap And Recycling's bid nonresponsive.

Thank you for bid on the services. I've attached a PDF of the bid documents for your review.

John Hedges, CHC

Purchasing & Contracting Director

(907) 262-2037

KENAI PENINSULA BOROUGH
47140 East Poppy Lane
Soldotna, Alaska 99669

PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to the public upon request.

From: Larry Smith <dlconst.smith@gmail.com>
Sent: Friday, May 6, 2022 10:10 AM
To: Hartley, Patricia <PHartley@kpb.us>; Hedges, John <JHedges@kpb.us>; Uhlin, Dil <duhlin@kpb.us>
Subject: <EXTERNAL-SENDER>Re: Intents to Award & Bid Tab - West Region, Unit 6

Purchasing & Contracting Department
47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 714-2260 • (907) 714-2373 Fax

Charlie Pierce
Borough Mayor

INTENT TO AWARD

TO: Distribution

DATE: May 9, 2022

PROJECT: Invitation to Bid – ITB22-044 Summer & Winter Maintenance
West Region, Unit 6

This letter is to formally notify you of the Kenai Peninsula Borough's intent to award the contract for the aforementioned project to the low bidder, Alaska Scrap and Recycling. Attached is a copy of the bid tabulation sheet.

Please understand that this notice of intent to award a contract pursuant to the invitation to bid does not create a contract and that a contract shall not be formed and no rights shall exist under a contract for the subject work unless and until a contract is fully executed by all parties and filed with the Kenai Peninsula Borough Clerk. It is further understood that performance will not commence until a contract is fully executed and filed with the Borough Clerk.

If you have any questions regarding this notice of intent to award, please contact the Purchasing & Contracting office at (907) 714-2260.

We appreciate your interest in doing business with the Kenai Peninsula Borough

John Hedges
Purchasing and Contracting Director

Attachment (1)

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB22-044 SUMMER & WINTER MAINTENANCE - WEST REGION, UNITS 4, 5, & 6

CONTRACTOR	LOCATION	UNIT 4	UNIT 5	UNIT 6
Mountain Vista Estates dba Captain Cook Construction	Clam Gulch, Alaska	$168,000.00	$120,000.00	
Alaska Scrap and Recycling	Soldotna, Alaska			Bid was for W5 $155,599.20
D & L Construction Co., Inc.	Cooper Landing, Alaska			$169,125.00
River City Construction	Soldotna, Alaska			$179,280.00

DUE DATE: May 4, 2022

KPB OFFICIAL: _____
John Hedges, Purchasing & Contracting Director

Written Statement Filed by D & L Construction

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 6
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. ☒ ☒ ☒ ☐ ☐, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Alaska Scrap and Recycling

Address 42462 K BEACH RD

City Soldotna State AK Zip 99669

Representative Paul Keen Title Soldotna Operations Manager

Email Address pkeen@alaskascrap.com

Telephone 907-398-6954 Fax N/A

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative **Date** 5-4-22

Bidder Checklist:
Bid Form: ___
Bid Schedule (if applicable) ___
Tax Compliance Form ___
Bid Bond (if applicable) ___

Enter Licensing Information:
Alaska Business License # 982866
Contractor License (if applicable) # Conr 28698
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 5
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	12,966.60	155,599.20
TOTAL EXTENDED BID				$ 155,599.20	

AK Serap
Company Name

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

For Official Use Only

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

Reason for Certificate: ■ Solicitation ☐ Other:		For Department:	
		Dept. Contact:	
Business Name:	Alaska Scrap & recycling, LLC		
Business Type:	☐ Individual ☐ Corporation ☐ Partnership ■ Other: LLC		
Owner Name(s):	RSP, Inc. Southcentral Metal Recycling, LLC ASR Acquisition, Inc. Scrap Investor,LLC. Scrap Funding, LLC.		
Business Mailing Address:	720 E Whitney Rd, Anchorage, AK 99501		
Business Telephone:	907-398-6954	Business Fax:	
Email:	PKeen@alaskascrap.com		

[redacted]

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
95865	Alaska Scrap & Recycling

KPB Finance Department (signature required)

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
105483	Alaska Scrap & Recycling

KPB Sales Tax Division (signature required)

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Paul Keen (Name of Applicant) the Soldotna Operations Manager (Title) hereby certify that, to the best of my knowledge, the above information is correct as of 4-4-22 (Date)

Signature of Applicant (Required)

[redacted]

General Info

Total:

Number

ITB22-044 S&W MAINTENANCE - WEST REGION, UNITS 4, 5 & 6

Deadline

05/04/2022 11:00 PM UTC

Vendor

D & L Construction Co., Inc.

Submitted

05/04/2022 10:37 PM UTC

Signed by

Larry L. Smith
Account Holder
Larry Smith

Opened

05/04/2022 11:03 PM UTC
By
phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4, 7, 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - WEST REGION, UNIT 4

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - WEST REGION, UNIT 5

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - WEST REGION, UNIT 6

$169,125.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$14,093.75	$169,125.00
				Total: $169,125.00

Bid Documents

ITB22-044 Summer & Winter Road Maintenance - West Region, Unit 4, 5, & 6.pdf (7.42 MB)
SOLICITATION DOCUMENT

Addendum No. 1 West.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 West 042122.pdf (296 KB)
ADDENDUM NO. 2

Addendum No. 3 West.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

ONE (1), TWO (2) & THREE(3)

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

D & L Construction Co., Inc.

Address *

P. O. Box 810, Cooper Landing, AK 99572

Representative *

Larry Smith

Title *

President

Email Address *

dlconst.smith@gmail.com

Telephone *

(907) 262-6160

Fax *

(907) 262-6163

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

Larry L. Smith

Date: *

May 4, 2022

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
16543	CONG8930	N/A

Bid Bond Acknowledgement

☑ **If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.**

Bid Bond

Guarantee Method *

Check/Upload/Not Required

Check/Upload/Not Required

Confirmation *

My bid is less than $100,000.00 and does not require a Bid Bond.

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less thant $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		2022 ROADS.pdf
2 Required Documents		

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

For Official Use Only

Fill in all information requested. Sign and date, and submit with bid or proposal.

Reason for Certificate:	Bid	For Department:	Roads

Business Name:	D & L CONSTRUCTION CO., INC.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	LARRY SMITH & DAN SMITH		
Business Mailing Address:	P. O. BOX 810 COOPER LANDING, ALASKA 99572		
Business Telephone:	262-6160	Business Fax:	262-6163
Email:	dlconst.smith@gmail.com		

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
05533122	D & L CONSTRUCTION CO., INC.
018519209 THRU 018519216	D & L CONSTRUCTION CO., INC.
37581	D & L CONSTRUCTION CO., INC.

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

SALES TAX ACCOUNTS

ACCT. NO.	ACCT. NAME
007783	D & L CONSTRUCTION CO., INC.

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

YEAR LAST PAID	BALANCE DUE

KPB Sales Tax Division (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

CERTIFICATION: I, LARRY L. SMITH (Name of Applicant) the PRESIDENT (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (Date)

Larry L. Smith
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.

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 6
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. [1] [2] [3] [ ] [ ], and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name: River City Construction

Address: PO Box 1952

City: Soldotna State: AK Zip: 99669

Representative: Shawn Holly Title: Owner

Email Address: Shawn@rivercityconstruction.us

Telephone: 907-398-4975 Fax:

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Shawn Holly 5/3/22

Signature of Authorized Company Representative **Date**

Bidder Checklist:
Bid Form: X
Bid Schedule (if applicable) —
Tax Compliance Form X
Bid Bond (if applicable) —

Enter Licensing Information:
Alaska Business License # 295038
Contractor License (if applicable) # ____
Specialty Contractor License # (if applicable) CONS 29288

BID FORM
ITB22-044 Summer & Winter Maintenance
West Region Unit 6
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	$14,940-	$179,280-
TOTAL EXTENDED BID				$ 179,280-	

River City Construction
Company Name

Road Service Area Maintenance
Management and Safety Plan Form
West Region Unit 6

1. **Staging Area:**
   Our staging area is conveniently located off of Echo Lake Rd allowing us to quickly access the maintenance unit. At this location we have a heated shop, electricity, fuel storage and tools for maintenance.

2. **Refueling Procedures:**
   Fueling will be accomplished by one of two means. We have a 1000-gallon fuel tank located at our Echo Lake staging area. We also have a fuel truck for fueling the equipment when it is away from the staging areas.

3. **Simultaneous Supervision of Multiple Units:**
   We will continuously monitor the conditions in this unit. As soon as one of the trigger points has been reached, we will promptly dispatch the required equipment and personnel to handle the situation in a timely manner. I have been managing West 2 for 9 years, West 6 for 5 years, W1 and C3 for 2 years. During that time, I have done maintenance in West 1 West 4, West 5, West 7 and C5 at times when the current contractor was unable to keep up. No contractor has ever had to cover any of my units for me. I demand only the highest quality of work from my employees as well as for all work to be done in a timely manner. I have gotten very good feedback from people within my units as well as from my inspectors. I will manage this unit with the same level of diligence and quality control.

4. **Adequate Staffing Levels Qualified Personnel:**
   I have 13 different operators available to handle call outs, all of which have extensive experience maintaining roads. Each one has over 20 years of experience in excavating and road work. All are accomplished grader operators and very dependable employees. The supervisor of this unity is also an accomplished grader operator as well as a third generation excavating contractor with over 30 years of experience.

5. **Maintenance of Equipment:**
   Pre-trip and post trip inspections will be done on the equipment to detect any preventive maintenance needed. Maintenance will be scheduled to be completed during times when the equipment is not needed, if possible. If that is not possible, one of my additional graders will be sent out in its place while the maintenance is being done. I also have three mechanics and a mobile service truck equipped with a welder, cutting torch, crane, tools and a generator that I can dispatch on short notice if needed for repairs.

6. Equipment Failure Back Up Plan Procedure:
   I own Five graders and have a sixth grader at my disposal if needed. If repairs cannot be made to the equipment quickly then I will dispatch a different grader to finish the required road maintenance until repairs can be made to the primary equipment.

7. Subcontractors:
   At this time, I have no plans to use any subcontractors.

8. Communication:
   Each operator will carry a cell phone while working this contract. The unit supervisor will be available to reach 24 hours a day, 7 days a week by cell phone, office phone, email or fax. It has been my experience that the cell service in this unit is very good. This has worked well for us the last 9 years.

9. Record Keeping and Invoicing:
   All our record keeping is computerized. Detailed records will be kept for all work done. Invoices will be prepared using the KPB Excel program and will be promptly prepared and submitted digitally.

10. Familiarity with Unit:
    We have been maintaining this unit for the last 5 years. All of my operators are familiar with the roads in this unit as well.

11. Experience Managing Road Maintenance and Road Repair Contracts:
    I have been involved with all phases of road construction, from new construction to upgrading and widening, to ditching and culvert installation. I know what works and what doesn't and what is the most efficient way to accomplish the task. I demand excellence out of my employees and will not accept a poor-quality job. I have managed West 2 for 9 years, West 6 for 5 years, W1 and C3 for 2 years.

12. Safety Plan:
    Each piece of equipment will have the required safety equipment on board as well as beacons, triangles, and oversize signs. I also have traffic control devices and someone to write traffic control plans if needed.

13. Snow Berm Removal:
    In the event my grader does not have an operable snow gate, I will immediately dispatch a different grader with an operational snow gate.

14. Additional Comments:
    None.

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

For Official Use Only

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

Reason for Certificate:		For Department:	
☒ Solicitation ☐ Other:		Dept. Contact:	
Business Name:	River City Construction		
Business Type:	☐ Individual ☐ Corporation ☐ Partnership ☒ Other: Sole Proprietor		
Owner Name(s):	Shawn Holly		
Business Mailing Address:	PO Box 1952 Soldotna, AK 99669		
Business Telephone:	907-398-4975	Business Fax:	
Email:	shawn@rivercityconstruction.us		

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
13145409	Shawn Holly
13127010	Shawn Holly
05801132, 05801131	Shawn Holly
05801130, 95002	Shawn Holly

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required) **Date** ☐ **In Compliance** ☐ **Not in Compliance**

SALES TAX ACCOUNTS

ACCT. NO.	ACCT. NAME
040074	River City Construction
034531	High Country Aviation
209113	River City Construction LLC

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

FILED THRU	M/F's	BALANCE DUE

KPB Sales Tax Division (signature required) **Date** ☐ **In Compliance** ☐ **Not in Compliance**

CERTIFICATION: I, Shawn Holly (Name of Applicant) the owner (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/3/22 (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.

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB22-042 SUMMER & WINTER MAINTENANCE - CENTRAL REGION, UNITS 1, 2, 4 & 10

CONTRACTOR	LOCATION	UNIT 1	UNIT 2	UNIT 4	UNIT 10
Hammond Trucking & Excavation, Inc..	Soldotna, Alaska	$148,404.00	$123,924.00		
D & L Construction Co., Inc.	Cooper Landing, Alaska	$452,400.00	$414,000.00	$289,125.00	$358,800.00
Chumley's Inc.	Nikiski, Alaska	$420,000.00	$360,000.00	$420,000.00	
Steam on Wheels, LLC	Soldotna, Alaska			$209,988.00	$209,988.00
Summit Excavation, Inc.	Soldotna, Alaska			$115,200.00	$142,500.00
Alaska Scrap and Recycling	Soldotna, Alaska			$155,599.20	
River City Construction	Soldotna, Alaska			$188,760.00	

DUE DATE: May 4, 2022

KPB OFFICIAL: John Hedges, Purchasing & Contracting Director

General Info

Total:

Number

ITB22-042 S&W MAINTENANCE - CENTRAL REGION, UNITS 1, 2, 4 & 10

Deadline

05/04/2022 10:00 PM UTC

Vendor

Hammond Trucking & Excavation, Inc.

Submitted

05/04/2022 07:33 PM UTC

Signed by

Chad Hammond
Account Holder
Chad Hammond

Opened

05/04/2022 10:02 PM UTC **By** phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4. 7. 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - CENTRAL REGION - UNIT 1

$148,404.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$12,367.00	$148,404.00
				Total: $148,404.00

Bid Schedule - CENTRAL REGION - UNIT 2

$123,924.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$10,327.00	$123,924.00
				Total: $123,924.00

Bid Schedule - CENTRAL REGION - UNIT 4

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY		
				Total:

Bid Schedule - CENTRAL REGION - UNIT 10

Pay Item No.	Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.					
1	SUMMER & WINTER MAINTENANCE	12	MONTHLY		
					Total:

Bid Documents

ITB22-042 S&W Maintenance - Central Region.pdf (8.69 MB)
SOLICITATION DOCUMENT

Addendum No. 1 Central.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 Central 042122.pdf (296 KB)
ADDENDUM NO. 2

Addendum No. 3 Central.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

1,2,3

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

Hammond Trucking & Excavation, Inc.

Address *

PO Box 215, Soldotna, AK 99669

Representative *

Chad Hammond

Title *

President

Email Address *

hteinc@hotmail.com

Telephone *

(907) 262-7839

Fax *

(907) 262-4661

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

Chad Andrew Hammond

Date: *

5-1-2022

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
296112		cons29573

Bid Bond Acknowledgement

☑ **If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.**

Bid Bond

Guarantee Method *

Bid Bond

Bid Bond

Bond ID *	Surety Agency *	Verify Bid Bond *

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less than $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		borough tax compliance.pdf
2 Required Documents		

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

For Official Use Only

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

Reason for Certificate: ☒ Solicitation ☐ Other:		For Department:	Roads
		Dept. Contact:	Dale ULin
Business Name:	Hammond Trucking + Excavation Inc		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	Chad Hammond		
Business Mailing Address:	PO Box 215 Soldotna		
Business Telephone:	262-7839	Business Fax:	262-4661
Email:	HTe inc @ Hotmail.com		

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/E's	BALANCE DUE

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Chad Hammond (Name of Applicant) the President (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5-3-22 (Date).

Chad Hammond
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.

General Info

Total:

Number

ITB22-042 S&W MAINTENANCE - CENTRAL REGION, UNITS 1, 2, 4 & 10

Deadline

05/04/2022 10:00 PM UTC

Vendor

D & L Construction Co., Inc.

Submitted

05/04/2022 09:44 PM UTC

Signed by

Larry L. Smith
Account Holder
Larry Smith

Opened

05/04/2022 10:06 PM UTC By phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4. 7. 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - CENTRAL REGION - UNIT 1

$452,400.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$37,700.00	$452,400.00
				Total: $452,400.00

Bid Schedule - CENTRAL REGION - UNIT 2

$414,000.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$34,500.00	$414,000.00
				Total: $414,000.00

Bid Schedule - CENTRAL REGION - UNIT 4

$289,125.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$24,093.75	$289,125.00
				Total: $289,125.00

Bid Schedule - CENTRAL REGION - UNIT 10

$358,800.00

Pay Item No.	Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.					
1	SUMMER & WINTER MAINTENANCE	12	MONTHLY	$29,900.00	$358,800.00
					Total: $358,800.00

Bid Documents

ITB22-042 S&W Maintenance - Central Region.pdf (8.69 MB)
SOLICITATION DOCUMENT

Addendum No. 1 Central.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 Central 042122.pdf (296 KB)
ADDENDUM NO. 2

Addendum No. 3 Central.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

ONE (1), TWO (2) & THREE (3)

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

D & L Construction Co., Inc.

Address *

P. O. Box 810, Cooper Landing, AK 99572

Representative *

Larry Smith

Title *

President

Email Address *

dlconst.smith@gmail.com

Telephone *

(907) 262-6160

Fax *

(907) 262-6163

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

Larry L. Smith

Date: *

May 4, 2022

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
16543	CONG8930	N/A

Bid Bond Acknowledgement

☑ **If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.**

Bid Bond

Guarantee Method *

Check/Upload/Not Required

Check/Upload/Not Required

Confirmation *

My bid is less than $100,000.00 and does not require a Bid Bond.

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less thant $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		2022 ROADS.pdf
2 Required Documents		

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

For Official Use Only

Fill in all information requested. Sign and date, and submit with bid or proposal.

Reason for Certificate:	Bid	For Department:	Roads

Business Name:	D & L CONSTRUCTION CO., INC.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	LARRY SMITH & DAN SMITH		
Business Mailing Address:	P. O. BOX 810 COOPER LANDING, ALASKA 99572		
Business Telephone:	262-6160	Business Fax:	262-6163
Email:	dlconst.smith@gmail.com		

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
05533122	D & L CONSTRUCTION CO., INC.
018519209 THRU 018519216	D & L CONSTRUCTION CO., INC.
37581	D & L CONSTRUCTION CO., INC.

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

SALES TAX ACCOUNTS

ACCT. NO.	ACCT. NAME
007783	D & L CONSTRUCTION CO., INC.

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)

YEAR LAST PAID	BALANCE DUE

KPB Sales Tax Division (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

CERTIFICATION: I, LARRY L. SMITH (Name of Applicant) the PRESIDENT (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (Date)

Larry L. Smith
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.

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 1
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. 1 2 3 ☐ ☐, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Chumley's Inc.

Address 51955 Nikishka Beach Road

City Nikiski State AK Zip 99635

Representative Wayne Wong Title President

Email Address wwong@chumleycorp.com

Telephone 907-748-7958 Fax 907 776- 3440

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative **Date** 5/4/2022

Bidder Checklist:
Bid Form: __
Bid Schedule (if applicable) __
Tax Compliance Form __
Bid Bond (if applicable) __

Enter Licensing Information:
Alaska Business License # 14460
Contractor License (if applicable) # 12374
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 1
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	35,000	420,000
	TOTAL EXTENDED BID			$ 420,000	

Chumley's Inc.
Company Name

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 2
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. [1] [2] [3] [ ] [ ], and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Chumley's Inc.

Address 51955 Nikishka Beach Road

City Nikiski State AK Zip 99635

Representative Wayne Wong Title President

Email Address wwong@chumleycorp.com

Telephone 907-748-7958 Fax 907 776- 3440

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative **Date** 5/4/2022

Bidder Checklist:
Bid Form: __
Bid Schedule (if applicable) __
Tax Compliance Form __
Bid Bond (if applicable) __

Enter Licensing Information:
Alaska Business License # 14460
Contractor License (if applicable) # 12374
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 2
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	30,000	360,000
TOTAL EXTENDED BID				$ 360,000	

Chumley's Inc.
Company Name

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 4
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. 1 2 3 ☐ ☐, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Chumley's Inc.

Address 51955 Nikishka Beach Road

City Nikiski State AK Zip 99635

Representative Wayne Wong Title President

Email Address wwong@chumleycorp.com

Telephone 907-748-7958 Fax 907 776- 3440

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative 5/4/2022 **Date**

Bidder Checklist:
Bid Form: __
Bid Schedule (if applicable) __
Tax Compliance Form __
Bid Bond (if applicable) __

Enter Licensing Information:
Alaska Business License # 14460
Contractor License (if applicable) # 12374
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-042 Summer & Winter Maintenance
Central Region Unit 4
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	35,000	420,000
TOTAL EXTENDED BID				$420,000	

Wayne Wong
Company Name

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

For Official Use Only

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

Reason for Certificate: ☐ Solicitation ☐ Other:		For Department:	
		Dept. Contact:	
Business Name:	Chumley's Inc.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):			
Business Mailing Address:	P.O. Box 7663, Nikiski, Alaska 99635		
Business Telephone:	907-748-7958	Business Fax:	907 776- 3440
Email:	wwong@chumleycorp.com		

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 or Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME
01214039	
16509018	
16509020	

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
006251	

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Wayne Wong (Name of Applicant) the President (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (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.

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

For Official Use Only

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

Reason for Certificate:		For Department:	
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:	Chumley's Inc.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):			
Business Mailing Address:	P.O. Box 7663, Nikiski, Alaska 99635		
Business Telephone:	907-748-7958	Business Fax:	907 776- 3440
Email:	wwong@chumleycorp.com		

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 years of litigation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME
01214039	
16509018	
16509020	

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not in Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
006251	

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not in Compliance

CERTIFICATION: I, Wayne Wong (Name of Applicant) the President (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (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.

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

For Official Use Only

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

Reason for Certificate: ☐ Solicitation ☐ Other:		For Department:	
		Dept. Contact:	
Business Name:	Chumley's Inc.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):			
Business Mailing Address:	P.O. Box 7663, Nikiski, Alaska 99635		
Business Telephone:	907-748-7958	Business Fax:	907 776- 3440
Email:	wwong@chumleycorp.com		

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 as listed below. If no, please sign below.)
☐ Yes ☐ No Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.110, 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 which is found to be in violation of the Borough Code of Ordinances in the several cases of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ASSET NO.	ACCT. NAME
01214039	
16509018	
16509020	

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
006251	

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Wayne Wong (Name of Applicant) the President (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (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.

General Info

Total:

Number

ITB22-042 S&W MAINTENANCE - CENTRAL REGION, UNITS 1, 2, 4 & 10

Deadline

05/04/2022 10:00 PM UTC

Vendor

Steam On Wheels LLC

Submitted

05/04/2022 09:38 PM UTC

Signed by

Mark Rozak
Account Holder
Mark Rozak

Opened

05/04/2022 10:05 PM UTC **By** phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4. 7. 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - CENTRAL REGION - UNIT 1

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - CENTRAL REGION - UNIT 2

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - CENTRAL REGION - UNIT 4

$209,988.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$17,499.00	$209,988.00
				Total: $209,988.00

Bid Schedule - CENTRAL REGION - UNIT 10

$209,988.00

Pay Item No.	Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.					
1	SUMMER & WINTER MAINTENANCE	12	MONTHLY	$17,499.00	$209,988.00
					Total: $209,988.00

Bid Documents

ITB22-042 S&W Maintenance - Central Region.pdf (8.69 MB)
SOLICITATION DOCUMENT

Addendum No. 1 Central.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 Central 042122.pdf (296 KB)
ADDENDUM NO. 2

Addendum No. 3 Central.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

1,2,3

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

Steam On Wheels LLC

Address *

45240 Knight Dr. #4, Soldotna, AK 99669

Representative *

Mark Rozak

Title *

Owner

Email Address *

steamonwheelsllc@alaska.net

Telephone *

(907) 262-3240

Fax *

(907) 260-5230

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

Mark Rozak

Date: *

05/02/22

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
1012354		

Bid Bond Acknowledgement

☑ **If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.**

*

Bid Bond

Guarantee Method *

Check/Upload/Not Required

Check/Upload/Not Required

Confirmation *

My bid is less than $100,000.00 and does not require a Bid Bond.

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less thant $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		Tax Compliance March 2022.pdf
2 Required Documents		

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

RECEIVED
MAR 07 2022
KPB
Sales Tax Department

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:	Maintenance
☒ Solicitation ☐ Other:		Dept. Contact:	
Business Name:	Steam on Wheels LLC		
Business Type:	☐ Individual ☐ Corporation ☐ Partnership ☒ Other:		
Owner Name(s):	Mark Rozak		
Business Mailing Address:	45240 Knight DC, Soldotna, AK, 99669		
Business Telephone:	907-262-3240	Business Fax:	907-260-5230
Email:	steamonwheelsllc@alaska.net		

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		TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
0574101-04	Steam on Wheels LLC	2021	Ø
05749105-000	Rozak, Mark	2021	Ø
13728004	Rozak, Mark	2021	Ø
05749999, 97579	Steam on Wheels	2021, 2021	Ø, Ø

Sydney Smith
KPB Finance Department (signature required)

03/07/2022 ☒ In Compliance ☐ Not in Compliance
Date

SALES TAX ACCOUNTS		TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
ACCT. NO.	ACCT. NAME	FILED THRU	M/E's	BALANCE DUE
200171	Steam on Wheels LLC	01/2022	Ø	Ø

Sydney Smith
KPB Sales Tax Division (signature required)

03/07/2022 ☒ In Compliance ☐ Not in Compliance
Date

CERTIFICATION: I, Mark Rozak (Name of Applicant) the owner (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 3-7-22 (Date)

Mark Rozak
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.

General Info

Total:

Number

ITB22-042 S&W MAINTENANCE - CENTRAL REGION, UNITS 1, 2, 4 & 10

Deadline

05/04/2022 10:00 PM UTC

Vendor

Summit Excavation Inc.

Submitted

05/04/2022 07:54 PM UTC

Signed by

Ray Chumley
Account Holder
Ray Chumley

Opened

05/04/2022 10:04 PM UTC By phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4. 7. 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - CENTRAL REGION - UNIT 1

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - CENTRAL REGION - UNIT 2

$0.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$0.00	$0.00
				Total: $0.00

Bid Schedule - CENTRAL REGION - UNIT 4

$115,200.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.				
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$9,600.00	$115,200.00
				Total: $115,200.00

Bid Schedule - CENTRAL REGION - UNIT 10

$142,500.00

Pay Item No.	Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
Component is not included in bid total.					
1	SUMMER & WINTER MAINTENANCE	12	MONTHLY	$11,875.00	$142,500.00
					Total: $142,500.00

Bid Documents

ITB22-042 S&W Maintenance - Central Region.pdf (8.69 MB)
SOLICITATION DOCUMENT

Addendum No. 1 Central.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 Central 042122.pdf (296 KB)
ADDENDUM NO. 2

Addendum No. 3 Central.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

1, 2, 3

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

Summit Excavation Inc.

Address *

P.O. Box 1724, Soldotna, AK 99669

Representative *

Ray Chumley

Title *

President

Email Address *

rchumley@alaska.net

Telephone *

(907) 398-2900

Fax *

(000) 000-0000

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

W. Ray Chumley

Date: *

05/04/2022

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
1004759	CONE39484	

Bid Bond Acknowledgement

☐ If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.

Bid Bond

Guarantee Method *

Check/Upload/Not Required

Check/Upload/Not Required

Confirmation *

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less thant $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		Summit.Tax Comp Form.pdf
2 Required Documents		

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

For Official Use Only

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

Reason for Certificate: Summer/Winter Road Maintenance Central Region Unit 1,2,4,10 - ITB22-042		For Department:	Road Service Area/ Purch. & Contract
☒ Solicitation ☐ Other:		Dept. Contact:	
Business Name:	Summit Excavation Inc.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	Willard Ray Chumley		
Business Mailing Address:	P.O. Box 1724, Soldotna, AK 99669		
Business Telephone:	(907) 398-2900	Business Fax:	N/A
Email:	jenny@summitexcavation.org		

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
18551441	Chumley Willard R.
18551440	Chumley Willard R.
18551427	Chumley Willard Ray
06309518	Chumley Willard Ray

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
108627	Summit Excavation Inc.

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Willard R. Chumley for Summit Excavation Inc. (Name of Applicant) the President (Title) hereby certify that, to the best of my knowledge, the above information is correct as of 05/03/2022 (Date).

Willard R. Chumley
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.

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB22-046 SUMMER & WINTER MAINTENANCE - NORTH REGION, UNIT 1

CONTRACTOR	LOCATION	BASE BID
Commerical Automotive Repair & Equipment Services, Inc.	Kenai, Alaska	$119,976.00
D & L Constructin Co., Inc.	Cooper Landing, Alaska	$193,125.00
Chumley's Inc.	Nikiski, Alaksa	$264,000.00

DUE DATE: May 4, 2022

KPB OFFICIAL:

John Hedges, Purchasing & Contracting Director

BID FORM
ITB22-046 Summer & Winter Maintenance
North Region Unit 1
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. 1 2 3 ☐ ☐, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Commercial Automotive Repair & Equipment Services Inc

Address PO Box 3658

City Kenai State AK Zip 99611

Representative Cody McCallum Title Acting President/VP/Sec/Treas

Email Address comm.services@outlook.com

Telephone 907-398-4183 Fax 907-283-9846

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

5-3-22

Signature of Authorized Company Representative **Date**

Bidder Checklist:
Bid Form: ✓
Bid Schedule (if applicable) ✓
Tax Compliance Form ✓
Bid Bond (if applicable) N/A

Enter Licensing Information: ENTITY 657070
Alaska Business License # 260787
Contractor License (if applicable) # 25929
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-046
Summer & Winter Maintenance North Region Unit 1
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	9998.	119,976
TOTAL EXTENDED BID				$ 119,976.00	

COMMERCIAL AUTO
& EQUIPMENT SERVICES
Company Name

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

For Official Use Only

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

Reason for Certificate: ☒ Solicitation ☐ Other:		For Department:	ROADS
		Dept. Contact:	BIDS / ITB MGR
Business Name:	Commercial Automotive Repair & Equipment Services Inc		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	Cody McCallum, Cara McCallum, Glen R. McCallum		
Business Mailing Address:	PO Box 368, Kenai AK 99611		
Business Telephone:	907-283-4630	Business Fax:	907-283-9346
Email:	comm.services@outlook.com		

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
07946	C.A.R.E.S INC

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
032451	C.A.R.E.S INC

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Cody McCallum (Name of Applicant) the VP/Sec/Treas (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5-3-22 (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.

General Info

Total:

$193,125.00

Number

ITB22-046 S&W MAINTENANCE - NORTH REGION, UNIT 1

Deadline

05/04/2022
11:30 PM UTC

Vendor

D & L Construction Co., Inc.

Submitted

05/04/2022
10:39 PM UTC

Signed by

Larry L. Smith
Account Holder
Larry Smith

Opened

05/04/2022
11:33 PM UTC
By
phartley@kpb.us

Description

The Kenai Peninsula Borough hereby invites qualified firms to submit proposals for acceptance by the Borough to provide Summer and Winter Road Maintenance in the Central Region, Units 1, 2, 4 & 10. South Region, Units 3, 4, 7, 8 & 9. West Region, Units 4, 5 & 6. North Region, Unit 1. The scope of work consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

A pre-proposal conference will be held on April 13, 2022 at 10:00 AM via Zoom Conference. Attendance at the pre-proposal conference is not mandatory but is strongly recommended.

Proposal documents may be obtained beginning April 6, 2022 online at http://www.kpb.us/purchasing/opportunities. Hard copies can be picked up at the Road Service Area office, 907-262-4427.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Bid Schedule - NORTH REGION, UNIT 1

$193,125.00

Pay Item Description	Quantity	Pay Unit	Unit Bid Price	Extension
SUMMER & WINTER MAINTENANCE	12	MONTHLY	$16,093.75	$193,125.00
				Total: $193,125.00

Bid Documents

ITB22-046 Summer & Winter Maintenance - North Region.pdf (1.96 MB)
SOLICITATION DOCUMENT

Addendum No. 1 North.pdf (142 KB)
ADDENDUM NO. 1

Addendum No. 2 North 042122.pdf (338 KB)
ADDENDUM NO. 2

Addendum No. 3 North.pdf (159 KB)
ADDENDUM NO. 3

Bid Form

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received

Addenda Nos. *

ONE (1), TWO (2) & THREE (3)

and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name *

D & L Construction Co., Inc.

Address *

P. O. Box 810, Cooper Landing, AK 99572

Representative *

Larry Smith

Title *

President

Email Address *

dlconst.smith@gmail.com

Telephone *

(907) 262-6160

Fax *

(907) 262-6163

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by: *

Larry L. Smith

Date: *

May 4, 2022

(Type eSignature of Authorized Company Representative in the the field above)

Licensing Information:

Alaska Business License # *	Contractor License (if applicable) #	Specialty Contractor License # (if applicable)
16543	CONG8930	N/A

Bid Bond Acknowledgement

☑ **If my bid is less than $100,000.00, I agree to omit a Bid Bond. If my bid is $100,000.00 or more, I agree to provide a bid bond.**

*

Bid Bond

Guarantee Method *

Check/Upload/Not Required

Check/Upload/Not Required

Confirmation *

My bid is less than $100,000.00 and does not require a Bid Bond.

Required Document List

Name	Omission Terms	Submitted File
Bid Bond Upload a copy of your Bid Bond here	I have electronically verified my bid bond; I have provided a copy of my cashiers check; or my bids is less thant $100,000	I am not enclosing this document because the omission terms have been met.
Tax Compliance Certification Upload a copy of your Tax Compliance Certification here		2022 ROADS.pdf
2 Required Documents		

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

For Official Use Only

Fill in all information requested. Sign and date, and submit with bid or proposal.

Reason for Certificate:	Bid	For Department:	Roads

Business Name:	D & L CONSTRUCTION CO., INC.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):	LARRY SMITH & DAN SMITH		
Business Mailing Address:	P. O. BOX 810 COOPER LANDING, ALASKA 99572		
Business Telephone:	262-6160	Business Fax:	262-6163
Email:	dlconst.smith@gmail.com		

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
05533122	D & L CONSTRUCTION CO., INC.
018519209 THRU 018519216	D & L CONSTRUCTION CO., INC.
37581	D & L CONSTRUCTION CO., INC.

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

KPB Finance Department (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
007783	D & L CONSTRUCTION CO., INC.

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

KPB Sales Tax Division (signature required)

Date ☐ **In Compliance** ☐ **Not in Compliance**

CERTIFICATION: I, LARRY L. SMITH (Name of Applicant) the PRESIDENT (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (Date)

Larry L. Smith
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.

BID FORM
ITB22-046 Summer & Winter Maintenance
North Region Unit 1
Page 1 of 2

BIDDER ACKNOWLEDGEMENT

1. To accept the provisions of the Instructions to Bidders.
2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, 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 this bid.

By signing below, the Bidder is hereby certifying to the following:

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. 1 2 3 ☐ ☐, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Chumley's Inc.

Address 51955 Nikishka Beach Road

City Nikiski State AK Zip 99635

Representative Wayne Wong Title President

Email Address wwong@chumleycorp.com

Telephone 907-748-7958 Fax 907-776-3440

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative 5/4/2022 Date

Bidder Checklist:
Bid Form: ___
Bid Schedule (if applicable) ___
Tax Compliance Form ___
Bid Bond (if applicable) ___

Enter Licensing Information:
Alaska Business License # 14460
Contractor License (if applicable) # 12374
Specialty Contractor License # (if applicable) _____

BID FORM
ITB22-046
Summer & Winter Maintenance North Region Unit 1
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	SUMMER & WINTER MAINTENANCE	MONTHLY	12	22,000	264,000
TOTAL EXTENDED BID				$ 264,000	

Chumley's Inc.
Company Name

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

For Official Use Only

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

Reason for Certificate: ☐ Solicitation ☐ Other:		For Department:	
		Dept. Contact:	
Business Name:	Chumley's Inc.		
Business Type:	☐ Individual ☒ Corporation ☐ Partnership ☐ Other:		
Owner Name(s):			
Business Mailing Address:	P.O. Box 7663, Nikiski, Alaska 99635		
Business Telephone:	907-748-7958	Business Fax:	907 776- 3440
Email:	wwong@chumleycorp.com		

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
01214039	
16509018	
16509020	

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

KPB Finance Department (signature required)

Date ☐ In Compliance ☐ Not In Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
006251	

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

KPB Sales Tax Division (signature required)

Date ☐ In Compliance ☐ Not In Compliance

CERTIFICATION: I, Wayne Wong (Name of Applicant) the President (Title), hereby certify that, to the best of my knowledge, the above information is correct as of 5/4/2022 (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.

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB21-019 Homer Transfer Facility Operations & Maintenance 2021

CONTRACTOR	LOCATION	TOTAL BASE BID
D & L Construction Co., Inc.	Cooper Landing, AK	$654,400.00
Moore & Moore Services, Inc. dba Quick Sanitation	Homer, AK	$711,547.84

DUE DATE: March 11, 2021

KPB OFFICIAL: John Hedges, Purchasing & Contracting Director

Purchasing & Contracting Department
47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 714-2260 • (907) 714-2373 Fax

Charlie Pierce
Borough Mayor

INTENT TO AWARD

TO: Distribution

DATE: March 15, 2021

PROJECT: Invitation to Bid – ITB21-019 Homer TF Operations & Maintenance 2021

This letter is to formally notify you of the Kenai Peninsula Borough's intent to award the contract for the aforementioned project to the low bidder, D & L Construction, Co., Inc. Attached is a copy of the bid tabulation sheet.

Please understand that this notice of intent to award a contract pursuant to the invitation to bid does not create a contract and that a contract shall not be formed and no rights shall exist under a contract for the subject work unless and until a contract is fully executed by all parties and filed with the Kenai Peninsula Borough Clerk. It is further understood that performance will not commence until a contract is fully executed and filed with the Borough Clerk.

If you have any questions regarding this notice of intent to award, please contact the Purchasing & Contracting office at (907) 714-2260.

We appreciate your interest in doing business with the Kenai Peninsula Borough

John Hedges
Purchasing and Contracting Director

Attachment (1)

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR SOLID WASTE CONTRACT SERVICES

THIS AGREEMENT will become effective upon the date of the Kenai Peninsula Borough mayor's signature.

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

AND the CONTRACTOR:

[Contractor name should be written exactly as it would appear on professional or business license and must match Contractor's Certificate of Insurance]

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 __July 1_____, 2021__ and, subject to assembly or mayor approval and assembly appropriation, shall terminate on __June 30_____, 2026__. The Contract, upon the written agreement of the parties, may be extended for up to one (1) three-year terms. This Contract is subject to annual approval of funding by the Kenai Peninsula Borough Assembly and is subject to termination and 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 calendar 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 B. The Owner does not represent or warrant that all the basic services pay item units

Written Statement Filed by D & L Construction

CONTRACT BETWEEN OWNER AND CONTRACTOR
FOR SOLID WASTE CONTRACT SERVICES

THIS AGREEMENT will become effective upon the signature of the Kenai Peninsula Borough mayor (the "effective date").

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

AND the CONTRACTOR: D & L CONSTRUCTION CO., INC.
P. O. Box 810
Cooper Landing, Alaska 99572

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 July 1, 2021 and, subject to assembly or mayor approval and assembly appropriation, shall terminate on June 30, 2024. The Contract, upon the written agreement of the parties, may be extended for up to two (2) additional one-year terms. At no time may this Contract exceed a total term of five (5) years. This Contract is subject to appropriation of funding by the Kenai Peninsula Borough Assembly and is subject to termination and 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. The 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 $654,400.00 for any single contract year.

Office of the Borough Mayor
144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377 Fax

Charlie Pierce
Borough Mayor

April 3, 2018

D & L Construction Co., Inc.
Attn: Larry Smith
P.O. BOX 810
Cooper Landing, AK 99572

Sent via certified U.S Mail and email:
dlconst.smith@gmail.com

Re: **Mayor's Decision on Appeal**
Roads Department, RFP18-003, Summer & Winter Road Maintenance
West Region, Unit 7

Dear Mr. Smith:

The Borough received your March 16, 2018, appeal of the Borough's intent to award a contract to Best Transit Mix, Inc. (hereinafter "BTM") for the West Region, Unit 7 Summer and Winter Road Maintenance. On March 20, 2018, the Borough provided notice of extension of the deadline date for the Mayor's decision on the appeal to April 6, 2018. The purpose of this letter is to provide my decision on your appeal.

You raised two issues on appeal:

1) You requested a determination that the bid submitted by BTM was non-responsive because BTM "did not include a Contractor License or Specialty Contractor License number as required on page 1 of 8 of the Cost proposal form."

2) The award of a maintenance contract to BTM for West Region, Unit 7, is improper because BTM "listed the same graders, as evidenced by the serial numbers, as Primary Equipment and Back-up Equipment on four (4) separate bids. This violates instructions on page 2 of 8 of the Cost Proposal Form which states, "A grader listed as primary equipment in one unit cannot be listed as primary or back-up equipment in another unit."

Summary of Decision on Appeal

This contract was awarded pursuant to KPB 5.28.250(E). The Borough used the Request for Proposal (RFP) procurement process not an Invitation to Bid (ITB) process in this case. The lowest responsive proposal by a responsive proposer was determined and the purchasing officer and agency head met with that proposer to clarify and assure full understanding of the requirements

of the RFP. Following the meeting, it was determined that BTM was responsible, responsive and fully understood the requirements of the contract. For the reasons stated and discussed in more detail below, the appeal filed by D & L Construction Co., Inc., dated March 16, 2018, is **DENIED.**

Issue #1 – BTM not providing its Contractor's License Number or Specialty Contractor's License Number on its Cost Proposal

Appellant's Position: Requests a finding that the bid submitted by BTM was non-responsive because BTM "did not include a Contractor License or Specialty Contractor License number as required on page 1 of 8 of the Cost proposal form."

Having considered this issue raised on appeal, I find that the variance does not render BTM's proposal nonresponsive. Using the omission of a license number to find a proposal non-responsive is unduly harsh and would undermine the integrity of the RFP process. The goal is to encourage competition, not stifle it. Paragraph 5 on the instructions for proposal submittal states, "Failure to submit all required information on the Proposal Form may result in rejection of the Contractor's proposal." Taking the word "may" in that sentence and looking at KPB 5.28.240, I find that it is within the discretion of the purchasing officer to waive irregularities such as failure to provide a Contractor's license number on the Contractor's proposal. Additionally, per paragraph 12 of the instructions for proposal, "The Borough may reject any or all proposals, may waive minor irregularities in any proposal or in the proposal procedure, or accept any proposal presented, and which is deemed in the best interest of the Borough." The purchasing officer's authority to waive certain irregularities is explicitly stated in Borough code and in the RFP documents.

Furthermore, I find that at the time of submitting its proposal, BTM was in substantial compliance with applicable law and the RFP documents. BTM is aware that it must provide a license number prior to the Borough entering into this contract. For these reasons, I do not find BTM's omission material and find that any irregularity with respect to this issue may be waived by the purchasing officer. The request to find BTM non-responsive due to its omission of a Contractor's License number or Specialty Contractor's License number on its proposal form is DENIED.

Issue #2 – BTM listing same equipment serial number for multiple units

Appellant's position: BTM "listed the same graders, as evidenced by the serial numbers, as Primary Equipment and Back-up Equipment on four (4) separate bids. This violates instructions on page 2 of 8 of the Cost Proposal Form"

Unlike the ITB process, the RFP process does not end with the submission of the bid. As part of the RFP process, the Borough "may negotiate with qualified and responsible proponents whose proposals are determined by the purchasing officer and agency head to be ***reasonably responsive*** to the request for proposals." KPB 5.28.250(E) (emphasis added). The purpose of the

"negotiation" or meeting is to clarify and assure full understanding of the requirements for proposals. In addition, paragraph 2 of the instructions for proposal submittal document states that the Borough may request a proposer to submit evidence of qualifications and equipment. The intent of this particular RFP was to create an open, competitive bidding process for Borough road maintenance contracts.

The nature of the business being conducted (road maintenance) must also be considered in this case. Often, the only contractors that own the equipment required for these maintenance contracts are current Borough contractors. If the Borough strictly enforces a requirement that all required equipment must be owned prior to responding to the RFP, then the Borough would be restricting or stifling competition rather than encouraging competition. That is not an appropriate aim of the Borough.

In the present case, after finding BTM was the lowest responsive proposer, the purchasing officer and agency head met with BTM to address irregularities. It was determined that BTM understood the terms of the RFP and that BTM would have all necessary equipment and/or proof of purchase by the time of inspection, which is a condition of performance under the contract. BTM was aware of the requirement to obtain a distinct piece of primary equipment for each and every road maintenance unit awarded. BTM was aware that the equipment must meet or exceed the specifications of the grader it listed on its proposal and that even if it obtains superior equipment to the duplicative serial number equipment listed on its proposal, the same unit price as listed on its proposal will be used for payments under the contract. BTM understood that the Borough will inspect its equipment for each unit prior to execution of the contract and that the Borough's ability to inspect equipment and ensure compliance with contract documents exists throughout the life of the contract. The Purchasing & Contracting Director and Acting Roads Director had a reasonable basis for finding BTM responsive, responsible, and able to perform the requirements of the contract.

Considering the nature of the business in question it is reasonable to allow a contractor time to get necessary equipment—equipment (such as a grader) that is often specific to these road maintenance contracts. It is reasonable to expect a responsive proposer to obtain such equipment once notice of award is issued and prior to the time for executing the contract and performance. Allowing sufficient time for contractors to obtain required equipment, is one reason why the Borough issued this RFP in February for contracts that begin July 1. The RFP process was specifically used for this purpose. The purchasing officer and agency head should be permitted to meet with proposers to determine if the proposer is responsive, responsible and able to perform the requirements of the contract. Our code allows this. State law allows this. I find the practice to be in the best interests of the Borough in this case.

Similar to the irregularity raised by Issue #1 of this appeal, strict enforcement here would have undermined the competitive bidding process by placing the Borough in a position it sought

to avoid; that of having no opportunity to fairly and honestly compare multiple responsive bids. Further, using strict application of RFP terms as a basis for rejecting a bid as non-responsive—without meeting with the proposer that might otherwise be found to be nonresponsive—has application beyond the instant case and goes to the integrity of the entire competitive bidding process. It would be improper for the Borough to discourage and stifle competition through unduly harsh application of RFP requirements via rigid adherence to form over substance.

Therefore, for the reasons stated, I uphold the decision to award this contract to BTM pending inspection and ability to fully comply with the requirements of the contract, and DENY the appeal filed by D & L Construction Co., Inc. March 16, 2018.

This denial constitutes a final action by the Mayor and is appealable to the Borough assembly pursuant to KPB 5.28.320(G). A copy of KPB 5.28.320 is attached to this decision. Pursuant to KPB 5.28.320(G), if you decide to appeal this decision to the assembly you must submit your appeal to the borough clerk in writing within three (3) business days of the date of this decision.

Sincerely,

Charlie Pierce
Borough Mayor

D & L Construction Co., Inc.
P. O. BOX 810
Cooper Landing, Alaska 99572
(907) 262-6160
(907) 262-6163
dlconst.smith@gmail.com

May 12, 2022

Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, Alaska 99669

Attn: Charlie Pierce, Mayor

Re: Appeal of **INTENT TO AWARD** dated May 9, 2022
Invitation to Bid – ITB22-044 Summer & Winter Maintenance, West Region, Unit 6

Dear Mayor Pierce,
In accordance with the KPB Code of Ordinances 5.28.320 we hereby appeal the **INTENT TO AWARD** dated May 9, 2022 to Alaska Scrap & Recycling for the Invitation to Bid – ITB 22-044 Summer & Winter Maintenance, West Region, Unit 6.

D & L Construction Co., Inc. was the lowest, qualified, responsive and responsible bidder for this project and should be awarded the contract for the following reasons:

1) Alaska Scrap & Recycling did not submit a bid for West Region, Unit 6 regardless of their stated intent after the bid opening. Page 2 of 2 as evidenced by their bid was for West Region, Unit 5 (see attached). They committed a bid error and should not have been declared the low bidder for West Region, Unit 6. Alaska Scrap & Recycling should not be allowed to benefit from their bid error at the expense of other bidders. The Instructions to Bidders, Item 10, states, in part, "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." The Alaska Scrap & Recycling bid omitted the proper Bid Form, page 2 of 2 and therefore constituted an irregularity of the magnitude such that their bid should have been (be) declared nonresponsive for West Region, Unit 6. This contract should be awarded to D & L Construction Co., Inc.
2) The Instructions to Bidders, Item 10, states, in part, "Only the amounts and information asked for on the Bid Schedule will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as requested on the Bid Schedule ..." Alaska Scrap & Recycling did not submit a bid with the amounts and information asked for on the Bid Schedule for West Region, Unit 6. Alaska Scrap & Recycling did not bid upon the work exactly as specified and as requested on the Bid Schedule for West Region, Unit 6 therefore their bid is nonresponsive and should have been (be) declared as such. This contract should be awarded to D & L Construction Co., Inc.

3) Alaska Scrap & Recycling did not properly acknowledge the Addendums issued for this project. Three Addendums were issued (see attached) prior to bid opening and they should have been acknowledged on the Bid Form, page 1 of 2, as such; i.e., 1, 2 & 3. Instead they appear to have been acknowledged as X X X (see attached). There were no X X X Addendums. Any subsequent contract entered into after award that changes the X X X Addendums to 1, 2 & 3 will not represent the bid as submitted and any changes to reflect the actual Addendums 1, 2 and 3 will constitute the falsification of documents and be fraudulent. This contract should be awarded to D & L Construction Co., Inc.
4) Any contract awarded pursuant to the KPB INTENT TO AWARD dated May 9, 2022 to Alaska Scrap & Recycling creates a dilemma for the KPB. One of two things will have to take place. The KPB may draft a contract using the Alaska Scrap & Recycling bid, in which case, a contract will be awarded for West Region, Unit 6 using a West Region, Unit 5 Bid Form. This will in effect create a fraudulent contract. On the other hand the KPB could request Alaska Scrap & Recycling to submit a revised bid using the West Region, Unit 6 Bid Form or the KPB could simply create their own copy of the West Region, Unit 6 Bid Form using the Alaska Scrap & Recycling numbers. In either case, this will constitute not only the falsification of documents but will again create a fraudulent contract. D & L submitted the lowest responsive bid and no falsification of documents or fraud would be involved in awarding them the contract for West Region, Unit 6.
5) The construction industry standard requires a fair and open competitive bidding process. The KPB failed in their duty to formally disclose the Alaska Scrap & Recycling bid error for West Region, Unit 6. The KPB did not notify D & L or, to the best of our knowledge, any other contractors, of the bid error. D & L was informed of the bid error by another bidder who was present at the bid opening. This conduct on behalf of the KPB is totally unacceptable and creates a very dangerous precedent for the KPB and all contractors who bid on KPB projects in the future. There appears to be a total lack of integrity on the part of the KPB when it comes to bid openings. KPB Purchasing & Contracting published a false and fraudulent bid tabulation for the West Region, Unit 4, 5 and 6 when they posted the Alaska Scrap & Recycling bid as being for West Region, Unit 6 when it was submitted on the Bid Form for West Region, Unit 5. Withdrawing the INTENT TO AWARD to Alaska Scrap & Recycling for the West Region, Unit 6 contract and awarding the contract to D & L will restore the integrity to this bid opening.
6) And finally, there is some question as to whom the KPB would be contracting with if they award this contract to Alaska Scrap & Recycling. Alaska Scrap & Recycling, LLC (1008882) does have a business license (982866) with an address of 720 E Whitney Road Anchorage, Alaska 99501 and a contractor's license (CONE38698) DBA S & R Enterprises (an involuntarily dissolved Alaska business corporation) with an Anchorage, Alaska address. However, the bid submitted by Alaska Scrap & Recycling for West Region, Unit 5 contains two different addresses. The Bid Form, page 1 of 2, has an address of 42462 K Beach Road (which according to KPB records is owned by SAS LLC) Soldotna, Alaska 99669 and the Tax Compliance Certification submitted has an address of 720 E Whitney Road Anchorage, Alaska 99501. The address at 42462 K Beach Road Soldotna, Alaska 99669 shows Alaska Scrap and Recycling as well as Peninsula Scrap & Salvage Co (another involuntary dissolved Alaska business corporation). This contract should be awarded to D & L Construction Co., Inc. who has maintained the same address in the KPB for nearly forty years.

Based upon all the reasons stated above we hereby request that the NOTICE OF AWARD to Alaska Scrap & Recycling for the Invitation to Bid – ITB22-044 Summer & Winter Maintenance West Region, Unit 6 be withdrawn and that the contract be awarded to D & L Construction Co., Inc.

Sincerely,
D & L CONSTRUCTION CO., INC.

Larry L. Smith
President

Attachments – 10 pages

DocuSign Envelope ID: A542D8E5-9D90-422C-9675-A15A8733763E

Office of the Borough Mayor
144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377 Fax

Charlie Pierce
Borough Mayor

May 18, 2022

D&L Construction
PO Box 810
Cooper Landing, AK 99669

Re: **Mayor's Decision on Appeal**
Roads Department, RFP22-044, Summer & Winter Road Maintenance
West Region, Unit 6

Dear Mr. Smith:

The Borough received your May 12, 2022, appeal of the Borough's Intent to Award a contract to Alaska Scrap and Recycling ("the Bidder") for the West Region, Unit 6 Summer and Winter Road Maintenance. The purpose of this letter is to provide my decision on your appeal.

You raised six reasons for the appeal which I have reviewed and which are summarized as follows:

1. That the Bidder committed a bid error by submitting their bid on page 2 of 2 of the bid form for Unit 5.
2. The instructions to bidders for item 10 states, in part, "only the amounts and information asked for on the Bid Schedule will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as requested on the Bid Schedule" and because of this the Bidder did not bid the work exactly as specified.
3. The Bidder did not properly acknowledge the Addendums issued for this project.
4. Incorporation of Bid documents into the contract creates a dilemma for KPB: 1) KPB drafts a contract for West Region, Unit 6 using the Bidder's bid using a West Region, Unit 5 Bid form; or 2) KPB asks the Bidder to submit a revised bid using the West Region, Unit 6 Bid Form; or 3) KPB creates its own copy of West Region, Unit 6 Bid Form using the Bidder's numbers. Any of those choices would constitute falsification of documents and a fraudulent contract.
5. KPB failed to notify D&L Construction or any other contractors of the bid error.

6. Confusion regarding the Bidder's business license.

Summary of Decision on Appeal

Reason 1: References to Section 10 are noted and bidders should be aware of complications that may lead to a rejection of their bid. Section 13 Acceptance – Rejection of Bids, states that, "The Borough 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 Borough.** Please see KPB Code of Ordinances, section 5.28.240 – Waiver of irregularities, emphasis added.

In this instance the Bidder mistakenly submitted sheet two of the bid form on the Unit 5 page 2 of 2. The signature page of this bid was appropriately submitted on sheet 1 of 2 for Unit 6. The Bidder's intention is clearly indicated by their submission and signature on the bid form for Unit 6, page 1 of 2. It is also important to note that the Bidder stated their intention to submit a bid for Unit 6 at the bid opening, immediately upon the reading of their bid.

Reason 2: The pages 2 of 2 in the ITB for all three Units' bid forms are identical with the exception of the noted Unit in the title block on each sheet. The Bid Schedule on the Unit 5 bid form page 2 of 2 is exactly the same as the bid schedule on the Unit 6 bid form page 2 of 2 and would not alter the values in any way.

Reason 3: Based on the recommendation of the Purchasing and Contracting Director, it is reasonable to assume that three check boxes on the Bid Form for Unit 6 serve to acknowledge the Bidder's acceptance of the three addendums issues for this ITB. All addenda will be included in the contract documents upon award.

Reason 4: This is acknowledged as a minor irregularity. Clarification of the intent will be addressed through the contract award process.

Reason 5: On May 6, 2022, at 2:44 pm, and prior to the intent to award, the Purchasing and Contracting Director responded to a request from D&L Construction about the ITB22-044 bid opening (attached). The body of the email stated the following;

"Upon further review of the bid documents the signature page of the bid was in fact for Unit 6. The error was in the use of the bid sheet for Unit 5. That bid sheet is identical to the Unit 6 sheet in format and does not alter the value provided. It was apparent through the signature page and the response from the contractor at the bid opening that the intent was to submit a bid for Unit 6. This is a minor irregularity and is not cause for finding Alaska Scrap and Recycling's bid nonresponsive."

This email also included a copy of the Bid Form pages 1 of 2 and 2 of 2, for reference.

As such, the Borough did respond to D&L regarding the minor irregularity in the bid process. All other claims under this Section are addressed in the explanations above.

Reason 6: The Bidder currently operates three other Roads Service Area Winter and Summer Maintenance contracts under the licensing provided in the bid tab. No discrepancies with that existing licensing status are known to exist at this time.

Therefore, for the reasons stated, your appeal is denied. The decision to award this contract to Alaska Scrap and Recycling is upheld pending inspection and ability to fully comply with the requirements of the contract. March 18, 2022. ?

This denial constitutes a final action by the Mayor and is appealable to the Borough assembly pursuant to KPB 5.28.320(G). A copy of KPB 5.28.320 is attached to this decision. Pursuant to KPB 5.28.320(G), if you decide to appeal this decision to the assembly you must submit your appeal to the borough clerk in writing within three (3) business days of the date of this decision.

Sincerely,

Charlie Pierce

Charlie Pierce
Borough Mayor

JUSTIA

There is a newer version of this Section

2019 Alaska Statutes
Title 36. Public Contracts
Chapter 30. State Procurement Code
Article 2. Competitive Sealed Bidding.
Sec. 36.30.160. Late bids; correction or withdrawal of bids; cancellation of awards.

Universal Citation: AK Stat § 36.30.160 (2019)

(a) Bids received after the bid due date and time indicated on the invitation to bid may not be accepted unless the delay was due to an error of the contracting agency.

(b) Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on bid mistakes may be permitted in accordance with regulations adopted by the commissioner. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the state or fair competition may not be permitted. Except as otherwise provided by regulation, a decision to permit the correction or withdrawal of a bid, or to cancel an award or contract based on bid mistake, shall be supported by a written determination made by the procurement officer. If a bidder is permitted to withdraw a bid before award, an action may not be maintained against the bidder or the bid security.

Disclaimer: These codes may not be the most recent version. Alaska may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

View the 2020 Alaska Statutes | View Previous Versions of the Alaska Statutes

2016 Alaska Statutes
Title 36 - PUBLIC CONTRACTS
Chapter 36.30 - STATE PROCUREMENT CODE
Article 02 - COMPETITIVE SEALED BIDDING
Sec. 36.30.170 Contract award after bids.

Universal Citation: AK Stat § 36.30.170 (2016)

After applying any preferences that apply under AS 36.15.050 and AS 36.30.321 - 36.30.338, a procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set out in the invitation to bid.

Disclaimer: These codes may not be the most recent version. Alaska may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.