

Contractor's/Consultant's Printed Name: NORCOAST MECHANICAL, INC.	PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL	PURCHASING & CONTRACTING DEPARTMENT 47140 E Poppy Lane Soldotna, Alaska 99669 (907) 714-2260
Contractor's/Consultant's Fed. Tax ID #: ON FILE		
Job/Service Provided: FUNNY RIVER FIRE STATION COMPRESSOR & AIR DROPS		
CONTRACTOR/CONSULTANT WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S) CONTRACTOR SHALL SUPPLY AND INSTALL A NEW 80 GALLON INGERSOLL RAND AIR COMPRESSOR INCLUDING RUNNING AIR AND POWER LINES TO THE LEFT SIDE OF EACH APPRATUS BAY AT THE FUNNY RIVER FIRE STATION PER THE RFQ DATED AUGUST 10, 2022.		
ACCOUNT DISTRIBUTION: <u>443.51610.23463.43780</u>		
DEPARTMENT/SERVICE AREA: <u>MAINTENANCE DEPARTMENT</u>		
Contractor's/Consultant's compensation will be: THIRTY-FIVE THOUSAND AND NO/100.....		
Not to exceed \$ 35,000.00		
Insurance, if required: Auto \$ <u>1,000,000</u> CGL \$ <u>1,000,000</u> E & O \$ <u>N/A</u>		
Time schedule for performance will be JANUARY 30, 2023.		
The following attachments are incorporated herein by reference: RFQ DATED AUGUST 10, 2022; CONTRACTOR'S QUOTE DATED SEPTEMBER 28, 2022; TAX COMPLIANCE; INSURANCE CERTIFICATE		
BY SIGNING BELOW, THE CONTRACTOR/CONSULTANT HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM CONTRACTOR/CONSULTANT SIGNATURE <u>X <i>Steve Cox</i></u> DATE <u>10/21/2022</u>		CONTRACTOR/CONSULTANT ADDRESS & PHONE NUMBER: NORCOAST MECHANICAL, INC. 6136 MACKAY STREET ANCHORAGE, AK 99518
RECOMMENDED BY: <u><i>Thomas Nelson</i></u>	APPROVED AS TO FORM: <u><i>John Hedges</i></u>	ACCEPTANCE BY KENAI PENINSULA BOROUGH: PURCHASE ORDER NO. <u>23-1548</u>
DEPARTMENT DIRECTOR OR DESIGNEE	PURCHASING & CONTRACTING	MAYOR OR DESIGNATED OFFICIAL
10/21/2022 DATE	10/25/2022 DATE	10/25/2022 DATE

Section 1. Execution of This Contract. This contract is not valid until properly signed by the parties.

Section 2. Independent Contractor/Consultant. The Contractor/Consultant shall provide services as an independent contractor/consultant to the borough. Except as this contract provides otherwise, the borough shall not supervise or direct the Contractor/Consultant. The borough may administer this contract and monitor the Contractor's/Consultant's performance.

Section 3. Compliance With Laws. The Contractor/Consultant shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor/Consultant shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this contract. The Contractor/Consultant shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this contract.

Section 4. Equal Employment Opportunity.

- A. The Contractor/Consultant will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor/Consultant will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor/Consultant shall state in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor/Consultant shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor/Consultant under this contract.

Section 5. Insurance. During the term of this contract the Contractor/Consultant shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor/Consultant shall also be required to carry additional insurance if so indicated on this form. Any such insurance shall be primary and exclusive of borough insurance. If liability insurance is required, the borough and school district, as applicable, shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.

Section 6. Assignments. Unless the borough provides otherwise in writing, any assignment by the Contractor/Consultant of its interest in any part of this contract or any delegation of its duties shall be void, and permit the borough to terminate this contract without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the borough provides otherwise in writing, all data, documents, and materials that the Contractor/Consultant produces shall be property of the borough, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. Consultant shall indemnify, defend and hold the Borough, its elected and appointed officers, Consultants, agents and employees who are directly responsible to the Borough (collectively "the Borough") harmless from and against any and all claims, demands, suits or liability of any nature, kind or character whatsoever under this Agreement, including costs, expenses and attorneys fees, resulting from negligent acts, errors, or omissions of the Consultant or Consultant's officers, agents, employees, partners, Consultants, and sub-consultants who are directly responsible to the Consultant, (collectively "Consultant"). Consultant is not required to indemnify, defend, or hold harmless the Borough for a claim of, or liability for, independent negligent acts, errors, and omissions of the Borough. If there is a claim of, or liability for, a joint negligent act, error or omission of Consultant and the Borough, the indemnification, defense and hold harmless obligation of this Agreement shall be apportioned on a comparative fault basis. For purposes of this Agreement "independent negligent acts, errors, and omissions" means negligence other than in the Borough's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work.

Section 9. Termination.

This contract may be terminated:

- A. For cause immediately;
- B. By the borough for its convenience upon fifteen (15) days' written notice to the Contractor/Consultant.

Upon termination and the Contractor's/Consultant's furnishing to the borough all finished and unfinished data, documents or other materials prepared under the contract, the borough shall pay the Contractor/Consultant for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provision of the contract.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this contract.

Section 12. Contract Interpretation. In interpreting this contract the following documents are incorporated herein by reference and shall be given the following order of precedence:

- A. The General Conditions;
- B. Provisions on the other side of this form;
- C. The Contractor's/Consultant's written proposal as accepted by the borough;
- D. The borough's written request for proposals or invitation to bid.
- E. Any other document incorporated by reference.

Section 13. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

REVISION #1

BID FORM
Funny River Fire Compressed Air
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, and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name Norcoast Mechanical

Address 6136 Mackay St.

City Anchorage

State AK

Zip 99518

Representative Stephen Cox

Title VP

Email Address steve@norcoastmechanical.com

Telephone 907-562-2125

Fax 907-561-2461

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

Stephen Cox

Signature of Authorized Company Representative

9-28-22

Date

Bidder Checklist:

Bid Form: X

Bid Schedule (if applicable) N/A

Tax Compliance Form upon award

Bid Bond (if applicable) N/A

Enter Licensing Information:

Alaska Business License # 902076

Contractor License (if applicable) # CON2422

Specialty Contractor License # (if applicable) CONE32707

BID FORM
Funny River Fire Compressed Air
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	Material, equipment and qualified personnel to provide and install compressed air lines	Ea.	1		\$35,000.00
2	Spare hose reel with 50' or air and powerline for backup	Ea.	1		N/A
TOTAL EXTENDED BID				\$ 35,000.00	

Revision #1: Per request, this proposal is revised to for KPB to provide the Air/Electric reels which will be installed by Norcoast, all other terms of the RFP remain the same

Norcoast Mechanical
 Company Name



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/07/2022

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

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

PRODUCER	Parker, Smith & Feek, LLC. 3800 Centerpoint Drive, Suite 601 Anchorage, AK 99503	CONTACT NAME:		
		PHONE (A/C, No, Ext):	907-562-2225	FAX (A/C, No):
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Alaska National Ins. Co.		
		INSURER B : ** Nautilus Insurance Company		**
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		21LLS59321	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		21LAS59321	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21LLU59321	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21LWS59321	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			CPP202062515	12/31/2021	12/31/2022	\$1,000,000 Each Claim / \$1,000,000 Aggregate

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

Kenai Peninsula Borough/School District is an additional insured on the general liability and automobile policies per the attached endorsements/forms... (See Attached Description)

CERTIFICATE HOLDER

CANCELLATION

Kenai Peninsula Borough/School District 144 Binkley Street Soldotna, AK 99669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

**THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE ALASKA SURPLUS LINES LAW, AS 21.34. IT IS NOT COVERED BY THE ALASKA INSURANCE GUARANTY ASSOCIATION ACT, AS 21.80.

**Surplus Lines Broker for Company B: Brown & Riding



CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. Miscellaneous Additional Insureds

8 additional insured extensions.

Primary and Noncontributory Insurance

2. Damage To Premises Rented to You

Limit increased to \$500,000.

3. Medical Payments

Limits increased to \$15,000.

Reporting period increased to three years from the date of accident.

4. Non-owned Watercraft

Increased to 50 feet.

5. Supplementary Payments

Cost of bail bonds increased to \$10,000.

Daily loss of earnings increased to \$500.

6. Newly Formed Or Acquired Organizations

Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. Liberalization Clause

8. Unintentional Failure To Disclose Hazards

9. Notice of Occurrence

10. Broad Knowledge of Occurrence

11. Bodily Injury - Extension of Coverage

12. Expected Or Intended Injury

Reasonable force - bodily injury or property damage.

13. Blanket Waiver of Subrogation

Waiver of subrogation where required by written contract or written agreement.

14. In Rem Actions

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.



The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or



- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors

- (1) Such person or organization is an additional insured for "bodily injury", "property damage" and "personal and advertising injury" if, and only to the extent that, the injury or damage is caused by negligent acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract applies. This person or organization does not qualify as an additional insured with respect to injury or damage caused in whole or in part by independent negligent acts or omissions of such person or organization.
- (2) However, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - i. the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
 - ii. supervisory, inspection, or engineering services.
- (3) The insurance provided to this additional insured, does not cover "bodily injury" or "property damage" caused by your negligent acts and omissions in the performance of "your work" that occurs within the "products-completed operations hazard", unless the written contract contains a specific requirement that you procure completed operations coverage or coverage within the "products-completed operations hazard" for the

additional insured. However, even if coverage within the "products-completed operations hazard" is required by the written contract, such coverage is available to the additional insured only if the "bodily injury" or "property damage" occurs prior to the end of the time period during which you are required by the written contract to provide such coverage or the expiration date of the policy, whichever comes first.

Any insurance provided to an additional insured designated under Paragraphs 2.a. through 2.g. above does not apply to "bodily injury" or "property damage" included within the products-completed operations hazard."

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs a. through h. above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.



This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of **Section I - Coverage C - Medical Payments**, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51** is attached to the policy, Paragraph A. 2. g. (2) (b) is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long; and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph A. does not apply, Paragraph g. (2) of 2. **EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.



7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.



13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No.

Countersigned By _____

Includes copyrighted material of Insurance Services Office, Inc., with its permission



BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – **Transfer of Rights of Recovery Against Others To Us** is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – Voluntary Property Damage is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – Towing is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered "auto" that is a:

- a. Private passenger;
- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

- (1) Private passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".



**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – Loss of Use Expenses is
replaced by the following:**

**b. Loss of Use Expenses – Hired, Rented,
or Borrowed Automobiles**

We will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.c. – Non-Transportation Loss of Use
Expenses is added as follows:**

**c. Non-Transportation Loss of Use
Expenses**

We will pay up to \$2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service;
or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.d. – Airbag Coverage is added as
follows:**

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.e. – Rental Reimbursement
Coverage is added as follows:**

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

- (1) Private Passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.



(1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto".

(b) 30 days.

(2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding Unintentional Failure to Disclose Hazards at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.5.b. – Other Insurance is replaced by the following:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS – Paragraph C. – "Bodily injury" is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective

Policy No.

Insured

Endorsement No. 3

Countersigned By _____

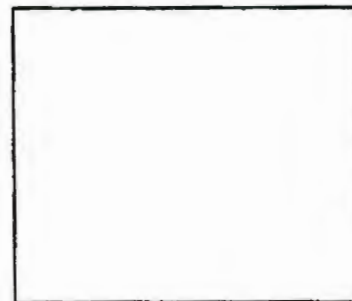
Tax Compliance Certification

Kenai Peninsula Borough

Finance Department

144 N. Binkley Street
Soldotna, Alaska 99669-7599
www.kpb.us

Phone: (907) 714-2197
or: (907) 714-2175
Fax: (907) 714-2376



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

For Official Use Only

Reason for Certificate: <input type="checkbox"/> Solicitation <input checked="" type="checkbox"/> Other:		For Department:	
		Dept. Contact: Steve Cox	
Business Name:		Norcoast Mechanical, Inc	
Business Type:		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	
Owner Name(s):		Stephen Cox	
Business Mailing Address:		6136 Mackay Street, Anchorage, Ak 99518	
Business Telephone:		Business Fax:	
907-562-2125		907-561-2461	
Email:		steve@norcoastmechanical.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
N/A	/

Hannah Neenan
KPB Finance Department (signature required)

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

10/19/22 ☒ In Compliance ☐ Not In Compliance
Date

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME
207339	Norcoast Mechanical, Inc

Hannah Neenan
KPB Sales Tax Division (signature required)

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE
09/2022	Ø	Ø

10/19/22 ☒ In Compliance ☐ Not In Compliance
Date

CERTIFICATION: I, Stephen Cox the Vice President hereby certify that, to the
(Name of Applicant) (Title)
 best of my knowledge, the above information is correct as of 10-18-2022.
(Date)

[Signature]
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.



Maintenance Department

47140 E. Poppy Lane, Soldotna, Alaska 99669 • (907) 262-4011 • (907) 262-5882 Fax

Charlie Pierce
Borough Mayor

TO: All Prospective Participants

FROM: Nick Kemp, Maintenance Foreman

DATE: 8/10/2022

SUBJECT: Fire Station Compressor and air drops

This Request for Quote (RFQ) is intended to provide potential vendors with information regarding the services/materials being sought which are estimated to cost **less than \$40,000.**

Timeline

RFQ Release Date8/10/2022

Site Visit.....Upon Request

Final Questions Due8/22/2022, by close of business

Quotes Due at KPB8/30/2022, by close of business

Completion Date1/30/2023

Scope of Work: The scope of work shall include the supply and installation of a new 80-gallon Ingersoll Rand vertically oriented air compressor, including running air and power lines to the left side of each apparatus bay at the Funny River Fire Station. Along with the airlines at each bay please provide a fixed position tandem retractable air and power line reel spooled with no less than 50' of 3/8" kink free flexible air hose. Air and power lines reels shall be able to operate independent of each other. At each hose please supply a shut off valve in the line to deactivate the individual hose reels should the need arise.

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

Tax Compliance: Kenai Peninsula Borough Code requires that businesses or individuals contracting to do business with the Kenai Peninsula Borough shall remain 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.

Local Preference: A five (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.

Site Visit (if applicable):

Upon request

Questions: Questions regarding this project should be directed to **Nick Kemp** and submitted via email to maintenance@kpb.us or faxed to **907-262-5882**. Questions must be submitted by close of business **8/22/2022**.

Award of Contract: It is the intent of the Borough to award a contract to the lowest responsive and responsible bidder for services offered.

Contracts: The work will be accomplished through a Borough short form contract (sample attached). This contract **may** be subject to the provisions of State of Alaska, Title 36, Minimum Wage Rates and Notice of Work/Notice of Completion Requirements and will require certificates of insurance. Insurance requirements are \$1,000,000 for both commercial general liability (CGL) and auto, \$1,000,000 for errors and omissions (E&O) if required by contract.

Quote Due Date/Time: Quotes may be faxed to **907-262-5882** or emailed to maintenance@kpb.us Attn. **Nick Kemp**. Quotes must be received no later than close of business on **8/30/2022**.

Attachments: Along with the drawings, specifications and necessary forms for the above referenced project..

1. Specifications/Scope of Work
2. Drawing (**4 pages**)
3. Quote Form
4. Sample Short Form Contract
5. Tax Compliance

Funny River Fire Station-Air drops
Soldotna, AK

Kenai Peninsula Borough Maintenance
Nov. 30, 21August 9, 2022

SECTION 22 00 00

COMPRESSED AIR PLUMBING

PART 1 GENERAL

1.1 SUMMARY

- A. Provide necessary tools, equipment and qualified personnel to supply and install tandem air and powerline drops at 7 locations. Supplied with hose reels that are ceiling mounted. This would provide the needed air and power drops required in all parking bays of the Funny River Fire Station. Air compressor supplied shall be Ingersoll Rand SS3L3 or approved equal.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for assorted materials and product used on this project.
- B. Shop Drawings: Shop drawings for compressed airlines is not required.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Coordinate location of systems to avoid interference with location of structure and other building systems. Notify Owner prior to construction of conflicts which cannot be resolved.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Plumbing Systems
 - 1. Application: Compressed-air systems.
 - 2. Components: Suitable for service.
 - a. Ingersoll Rand SS3L compressor or approved equal
 - b. Fixtures.
 - c. Piping.
 - d. 1- 50' retractable air and power line reel per bay.
 - e. In line air dryer and regulator
 - f. Meters and gauges.
 - g. General-duty valves.
 - h. Hangers and supports.
 - i. Identification devices.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable

Funny River Fire Station-Air drops
Soldotna, AK

Kenai Peninsula Borough Maintenance
Nov. 30, 21August 9, 2022

regulations and code requirements. Provide proper clearances for servicing.

- B. In the line leading to the air drops near the location of the compressor. We need an inline air dryer and a regulator.
- C. Clearly label and tag all valves and components.
- D. Test and balance all systems for proper operation.
- E. Restore damaged finishes. Clean and protect work from damage.
- F. Instruct Owner's personnel in proper operation of systems.

END OF SECTION COMPRESSOR

Ingersoll-Rand SS3L3 Air Compressor, 1 Stage, Splash Lubrication, 3 hp, 10.3 cfm at 90 psi, 60 gal Tank

SS3L3 MFG # SS3L3

9.95 / EACH



Check other locations for availability. Order exceeds stock available at our Anchorage Distribution Center.

Availability by Warehouse

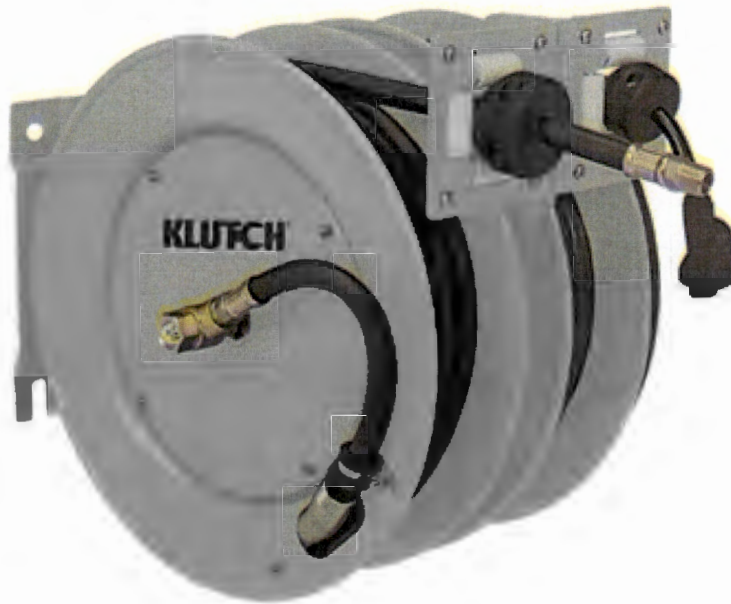
Ingersoll-Rand Air Compressor, 1 Stage, Splash Lubrication, 3 hp, 10.3 cfm at 90 psi, 240 VAC, 14.7 gal Tank, 60 gal Tank, 3/8-16 NPT Outlet, 20 in Overall Length, 23 in Overall Width, 66 in Overall Height, Cast Iron

Features

- 3 hp single phase motor with thermal overload protection and manual reset, single phase motor
- When performance is defined by maximum operating pressure, increased air flow and extended duty cycles
- GAL VERT 3HP 240V single phase COMPRESSOR 11.3 CFM@90PSI
- Durable cast iron construction and precision-engineered quality components
- 100% continuous duty
- Manual drain system
- Maximum air power for commercial or contractor use
- More delivered air (cfm) gives you the power to do the job right and in less time
- High capacity compressor (upto 18.1 cfm at 90 psi) with 60 gal vertical tank

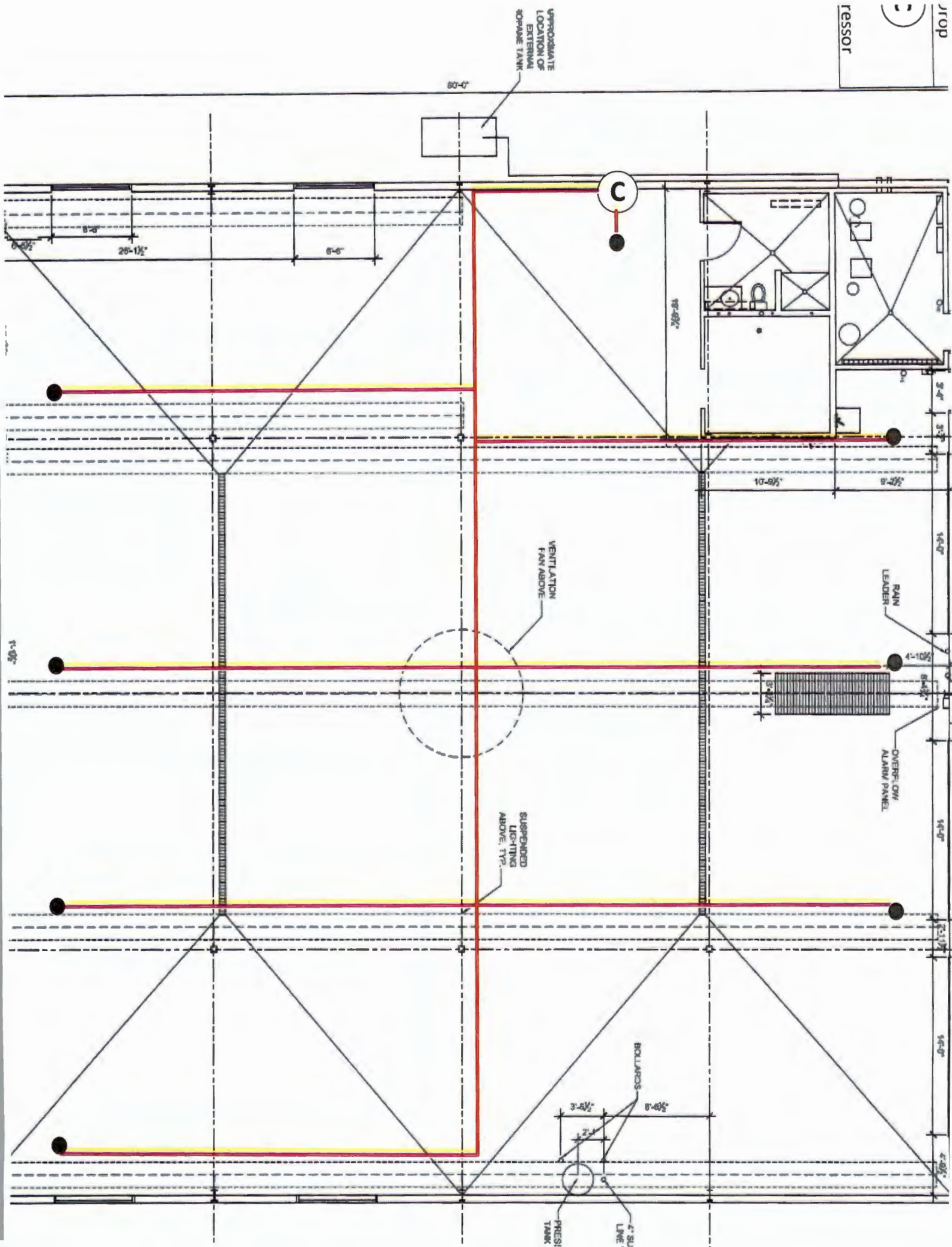


25ft. COMBO HOSE REEL/CORD REEL



Specification of Cord	3C / 125V
AWG	14
Amps (A)	13
Type	SJTOW
Outlet	S1
Length (ft)	33
Specification of Hose	3/8in. / 180 PSI
Material	NBR/SBR
Length (ft)	25

Item#s 49592



BID FORM
Funny River Fire Compressed Air
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 _____

Address _____

City _____ State _____ Zip _____

Representative _____ Title _____

Email Address _____

Telephone _____ Fax _____

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

Bidder Checklist:

Bid Form: ____
 Bid Schedule (if applicable) ____
 Tax Compliance Form ____
 Bid Bond (if applicable) ____

Enter Licensing Information:

Alaska Business License # ____
 Contractor License (if applicable) # ____
 Specialty Contractor License # (if applicable) ____

BID FORM
Funny River Fire Compressed Air
Page 2 of 2

BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit/ UOM	Quantity	Unit Bid Price	Bid Amount
BASE BID					
1	Material, equipment and qualified personnel to provide and install compressed air lines	Ea.	1		
2	Spare hose reel with 50' or air and powerline for backup	Ea.	1		
TOTAL EXTENDED BID				\$	

Company Name

Contractor's/Consultant's Printed Name: _____ Contractor's/Consultant's Fed. Tax ID #: _____ On File Job/Service Provided: _____	PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL	PURCHASING & CONTRACTING DEPARTMENT 47140 E Poppy Lane Soldotna, Alaska 99669 (907) 714-2260
CONTRACTOR/CONSULTANT WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)		
<div style="font-size: 100px; opacity: 0.2; transform: rotate(-30deg); pointer-events: none;">Sample</div>		
ACCOUNT DISTRIBUTION: _____		DEPARTMENT/SERVICE AREA: <u>Maintenance</u>
Contractor's/Consultant's compensation will be: _____		Not to exceed \$ _____
Insurance, if required: Auto \$ <u>N/A</u> _____		E & O \$ <u>N/A</u> _____
Time schedule for performance will be _____		
The following attachments are incorporated here by reference _____		
BY SIGNING BELOW, THE CONTRACTOR/CONSULTANT HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM CONTRACTOR/CONSULTANT SIGNATURE X _____ DATE _____		CONTRACTOR/CONSULTANT ADDRESS & PHONE NUMBER: _____ ACCEPTANCE BY KENAI PENINSULA BOROUGH: PURCHASE ORDER NO. _____
RECOMMENDED BY: _____	APPROVED AS TO FORM: _____	
DEPARTMENT DIRECTOR OR DESIGNEE _____ DATE _____	PURCHASING & CONTRACTING _____ DATE _____	MAYOR OR DESIGNATED OFFICIAL _____ DATE _____

Section 1. Execution of This Contract. This contract is not valid until properly signed by the parties.

Section 2. Independent Contractor/Consultant. The Contractor/Consultant shall provide services as an independent contractor/consultant to the borough. Except as this contract provides otherwise, the borough shall not supervise or direct the Contractor/Consultant. The borough may administer this contract and monitor the Contractor's/Consultant's performance.

Section 3. Compliance With Laws. The Contractor/Consultant shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor/Consultant shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this contract. The Contractor/Consultant shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this contract.

Section 4. Equal Employment Opportunity.

- A. The Contractor/Consultant will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor/Consultant will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor/Consultant shall state in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor/Consultant shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor/Consultant under this contract.

Section 5. Insurance. During the term of this contract the Contractor/Consultant shall maintain a policy of workers' compensation and employee liability insurance as required by law. Contractor/Consultant shall also be required to carry additional insurance if so indicated on this form. Any such insurance shall be primary and exclusive of borough insurance. If liability insurance is required, the borough and school district, as applicable, shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.

Section 6. Assignments. Unless the borough provides otherwise in writing, any assignment by the Contractor/Consultant of any part of this contract or any delegation of its duties shall be void, and permit the borough to terminate this contract without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the borough provides otherwise in writing, all data, documents, and materials that the Contractor/Consultant produces shall be property of the borough, which shall retain the exclusive right to publish, disclose, distribute and otherwise use in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. Consultant shall indemnify, defend and hold the Borough, its elected and appointed officers, Consultant, agents and employees who are directly responsible to the Borough (collectively "the Borough") harmless from and against any and all claims, demands, suits or liability of any nature, kind or character whatsoever under this Agreement, including costs, expenses and attorneys fees, resulting from negligent acts, errors, or omissions of the Consultant or Consultant's officers, agents, employees, partners, consultants, and sub-consultants who are directly responsible to the Consultant, (collectively "Consultant"). Consultant is not required to indemnify, defend, or hold harmless the Borough for a claim of, or liability for, independent negligent acts, errors, and omissions of the Borough. If there is a claim of, or liability for, a joint negligent act, error or omission of Consultant and the Borough, the indemnification, defense and hold harmless obligation of this Agreement shall be apportioned on a comparative fault basis. For purposes of this Agreement "independent negligent acts, errors, and omissions" means negligent acts other than the Borough's selection, administration, monitoring, or controlling of Consultant, or in approving or accepting Consultant's work.

Section 9. Termination.

This contract may be terminated:

- A. For cause immediately;
- B. By the borough for its convenience upon fifteen (15) days written notice to the Contractor/Consultant.

Upon termination and the Contractor's/Consultant's furnishing to the borough all finished and unfinished data, documents or other materials prepared under the contract, the borough shall pay the Contractor/Consultant for all satisfactory work performed before termination.

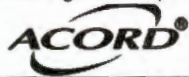
Section 10. Nonwaiver. Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provision of the contract.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this contract.

Section 12. Contract Interpretation. In interpreting this contract the following documents are incorporated herein by reference and shall be given the following order of precedence:

- A. The General Conditions;
- B. Provisions on the other side of this form;
- C. The Contractor's/Consultant's written proposal as accepted by the borough;
- D. The borough's written request for proposals or invitation to bid.
- E. Any other document incorporated by reference.

Section 13. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2018

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

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

PRODUCER Initech Technology 1010 W. Martin Luther King Jr Blvd Austin TX 78701	CONTACT NAME: Bill Lumbergh PHONE (A/C, No, Ext): 800-201-1999 FAX (A/C, No): 800-831-1999 E-MAIL ADDRESS: blumbergh@initech.technology														
INSURED Prestige Worldwide 11788 W. Peco Blvd, Floor 3 Los Angeles CA 90064	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Wayne Enterprises</td> <td>061989</td> </tr> <tr> <td>INSURER B : Cyberdyne Systems</td> <td>102684</td> </tr> <tr> <td>INSURER C : Stark Industries</td> <td>050208</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wayne Enterprises	061989	INSURER B : Cyberdyne Systems	102684	INSURER C : Stark Industries	050208	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Wayne Enterprises	061989														
INSURER B : Cyberdyne Systems	102684														
INSURER C : Stark Industries	050208														
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	GL751451811252411316125	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:					\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	AL121201552411316125	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$ 1,000,000
						\$
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					\$
	DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC4151223352411316125	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ Varies
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ Varies
						E.L. DISEASE - POLICY LIMIT \$ Varies
D	Professional Liability or Errors or Omissions (If Applicable)		PL16181565191991514112	07/01/2018	07/01/2019	PER CLAIM \$ 1,000,000

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

Project Description - Kenai Peninsula Borough is listed as Additional Insured on General Liability & Auto Policies.

- or -

Project Description - The Certificate Holder is listed as Additional Insured on General Liability & Auto Policies.

CERTIFICATE HOLDER**CANCELLATION**

Kenai Peninsula Borough
 148 N. Binkley Street
 Soldotna, AK 99669

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

AUTHORIZED REPRESENTATIVE

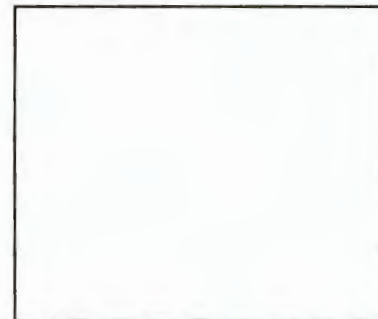
Tax Compliance Certification

Kenai Peninsula Borough

Finance Department

144 N. Binkley Street
Soldotna, Alaska 99669-7599
www.kpb.us

Phone: (907) 714-2197
or: (907) 714-2175
Fax: (907) 714-2376



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

For Official Use Only

Reason for Certificate:		For Department:	
<input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		Dept. Contact:	
Business Name:			
Business Type:		<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

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

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

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

KPB Finance Department (signature required)

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

KPB Sales Tax Division (signature required)

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

Date ☐ In Compliance ☐ Not In Compliance

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

Date ☐ In Compliance ☐ Not In Compliance

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

Signature of Applicant (Required)

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

Alaska Business License # 902076

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

NORCOAST MECHANICAL, INC.

6136 MACKAY STREET, ANCHORAGE, AK 99518

owned by

NORCOAST MECHANICAL, INC.

is licensed by the department to conduct business for the period

October 5, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction



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

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

Julie Anderson
Commissioner

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[SOA](#) / [DCCED](#) / [CBPL](#) / [Search](#) / [PL](#) / [Details](#)

LICENSE DETAILS

License #:

CONE32707

Program:

Construction Contractors

Type:

General Contractor Without Residential Contractor Endorsement

Status:

Active

DBA:

NORCOAST MECHANICAL, INC.

Issue Date:

12/31/2006

Effective Date:

12/16/2020

Expiration Date:

12/31/2022

Mailing Address:

ANCHORAGE, AK, UNITED STATES

Owners

Owner Name:	NORCOAST MECHANICAL, INC.
Entity Number:	39250D

Relationships

Title:	Mechanical Administrator Asignee
License/Entity #:	MECM13
Name:	DAVID BATHKE
License Status:	Active
Expiration Date:	12/31/2023

Designations

No Designations Found

Agreements & Actions

No Agreements Or Actions

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND
ECONOMIC DEVELOPMENT ·