



Subject: Request for Proposals (RFP)

Project: City of Kenai Architectural Services

From: Public Works Department

Released: October 29, 2025

Preproposal Conference: November 10, 2025 at 10:00 am by Zoom, details to follow

Last Day for Questions: November 13, 2025 By the close of business.

Delivery Deadline: November 20, 2025, no later than 2:00 pm

Proposals Received at: Kenai City Hall
210 Fidalgo Avenue
Kenai, AK 99611
ATTN: Director of Public Works

Contact Information: purchasing@kenai.city
(907) 283-8236

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Table of Contents

- 1) Advertisement
- 2) Instructions
- 3) Sample Agreement
- 4) General Conditions
- 5) Tax Compliance Form
- 6) License Requirements
- 7) Insurance Requirements
- 8) Electronic Bid Submission

Appendix

Drawings and As-Builts to be provided upon request, via email, once registered as a Plan Holder.

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REQUEST FOR PROPOSALS (RFP)

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Project Number: 2025-107-FY26-D

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The City of Kenai is seeking a professional design consultant to provide architectural design services for several projects. The Lead firm shall provide a team of professionals capable of evaluating the existing building issues and developing plans and solutions to remedy the issues. The successful proposer will provide professional design services, including, but not limited to, design development, cost estimates, specifications, bid documents, and construction administration services.

Proposers should contact the Public Works Department at (907) 283-8236 to be placed on the plan holder's list to receive addenda. Attendance at the Pre-Proposal meeting is not mandatory but is recommended.

RFP documents can be obtained on the City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee of \$25.00.

Publish: Anchorage Daily News- October 29, 2025
Peninsula Clarion –October 29, 2025or the first available after

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REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai is seeking a professional design consultant to provide architectural design services for several projects. The Lead firm shall provide a team of professionals capable of evaluating the existing building issues and developing plans and solutions to remedy the issues. The successful proposer will provide professional design services, including, but not limited to, design development, cost estimates, specifications, bid documents, and construction administration services.

1.2 Background

The City of Kenai was incorporated as a first-class city in 1960. The City of Kenai is located in Alaska on the western side of the Kenia Peninsula, with highway access and a local commercial airport. The City of Kenai operates as a Council-Manager form of government. The City Council appoints the City Manager and oversees the day-to-day affairs of the City. The City of Kenai has approximately 7900 residents, and the business district serves a much larger population than the surrounding areas.

Architectural services required will focus on four buildings; The Senior Center, Vintage Pointe Congregate Housing, Animal Control Building and City Hall. As-built plans for the buildings are available upon request. Email Purchasing@kenai.city to request the as-builts. Maintenance needed on buildings consists of roof replacements, exterior entry modifications, elevator upgrades, kitchen and bathroom remodels and building exterior improvements.

1.3 Questions

Any questions regarding this proposal are to be submitted in writing to the Public Works Department by no later than the time and date specified in the ad or addendum. Questions shall be emailed to Purchasing@kenai.city. The email's subject line should read: "Questions: Professional Civil Engineering and Construction Administration Services for Roadway Improvements.

Verbal requests for information or clarification will not be accepted. All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holders list. To be placed on the plan holders list, please contact Lisa List at 907-283-8236 or email Purchasing@kenai.city. Downloading projects from the city website does not automatically put you on the plan holders list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation or any cost, including attorney fees, associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of a proposal. By submitting a proposal, each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services. They will be authorized by a contract amendment signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services. The fee schedule should be included with the cost proposal portion of the submitted proposal.

1.6 Timeline

Release.....	October 29, 2025
Preproposal Meeting at 10:00 am at City Hall/Zoom followed by a tour of the existing facilities.....	November 10, 2025
Last Day for Questions by close of business.....	November 13, 2025
Proposals Due by 2:00 pm.....	November 20, 2025
Intent to Award (approx.).....	November 25, 2025
Notice of Award (approx.)	December 4, 2025
Notice to Proceed (approx.)	December 11, 2025
Project Completion.....	180 Days from Notice to Proceed

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP), any addenda thereto, and all related materials and data referenced in the RFP. They should become fully aware of the nature of the work and the conditions likely to be encountered when performing it.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for sixty (60) days after submission.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the contract is awarded, all proposals, tabulations, and evaluations will become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on the following:

- (1) conformance to the RFP instructions;
- (2) responsiveness to the RFP requirements;
- (3) completeness and clarity of content.

2.5 Signature Requirements

All proposal transmittal letters and cost proposal forms must be signed. A proposal may be signed by an officer or other agent of a corporate vendor if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agents if adequately authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

- Four (4) copies of the technical proposal are to be submitted to the City of Kenai Public Works Department at 210 Fidalgo Avenue, Kenai, AK 99611, along with one (1) copy of the Firm's Fee schedule for each discipline in a separate sealed envelope. These five (5) documents shall be submitted in a sealed envelope clearly marked with the proposer's and RFP's name.
- Electronic Proposals may be submitted to the City Website using the instructions included in this Request for Proposal.

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business found to be in violation.

2.8 Licenses and Certifications

Proposers shall include copies of all licenses, certificates, registrations, and other credentials required for performance under the contract with their proposals. Documentation must be current and must have been issued by or under the authority of the State of Alaska, or if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include but is not limited to Alaska business licenses and applicable professional licenses, registrations, and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Public Works Department and will become a public record after the contract is awarded.

2.11 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid, whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when the city deems changes, clarifications, or amendments to proposal documents necessary.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

The City will accept replacements and make them binding upon the responding firm only if it receives them at the place designated for submission before the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals not received before the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

Any time before the scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the City's written consent.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the City's best interest and may waive irregularities other than the requirements for timeliness and manual signature if the irregularities do not affect the competitive advantage of any proposer.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interests

No member of the governing body of the City of Kenai or other officers, employees, or agents of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The contractor for itself and its principal employees, officers, agents, directors, or shareholders covenants that neither the contractor nor any of the listed classes of individuals have nor shall acquire any interest, 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 Proposer further covenants that in the contract's performance, no person having such interest shall be employed without first disclosing his/her potential conflict.

3.0 SCOPE OF WORK

3.1 Project Description

The City of Kenai requires architectural services for several projects on City buildings. A consultant is needed to develop bid ready construction plans and specifications to complete the various improvements. Professional design services needed include, but are not limited to architectural, structural, electrical and mechanical work. Construction administration on the projects will be completed by City staff. City will provide a contingent amount for consultant to assist as requested and needed during construction.

Projects to be designed include the following:

- **Senior Center Canopy Roof Replacement:** The existing roofing membrane for the flat roof portion of the canopy is failing. Develop plans to demolish and replace roofing and sheathing. New roof shall be designed for EPDM and a 30-year warranty. Existing structural members shall be reused. Three light fixtures exist under the vehicular portion of the canopy that need replaced as part of the project. The other six fixtures close to the entryway have been replaced with LED fixtures and do not need replaced.
- **Senior Center Front Entry Modifications:** The existing entryway consists of two sets of doors creating a arctic entryway. The doors are very close together and usually both open creating considerable loss of heat in the entryway. Entrance needs redesigned to establish a better arctic entry that allows for a heated space in between the doorways that will minimize loss of heat. Entry must also be fully ADA compliant for regular wheelchair access to the facility. ADA openers and electronics exist. Design shall include all architectural, structural, mechanical (heating) and electrical necessary to renovate the entryway. Proposed modification is to maintain location of existing set of interior doors and push the exterior doorway further out over the exterior concrete to enlarge the arctic entryway. City is open to alternate solutions.
- **Vintage Pointe Apartment Kitchen and Bathroom Remodels:** The Vintage Pointe Housing consists of 40 apartments with 8 different floor plans. 36 of the kitchens and 39 of the bathrooms need remodeled. The bathrooms and kitchens in each of the units are very similar. The City needs plan sets for remodeling the kitchens and bathrooms that are aging with the goal of replacing the tile flooring, cabinets, countertops, plumbing fixtures and lighting fixtures in the kitchens and bathrooms. A major issue in the bathrooms is the existing step into the showers that is difficult for residents and consultant shall include details to redo shower floors to lower the floor, lower the drain and minimize the step. Existing appliances will be reused and have been replaced as needed. Consultant shall also design a ADA wheelchair accessible remodel for one floor plan. The City will renovate these apartments over several years using these plan sets as funding is available.
- **Vintage Pointe Elevator Renewal:** Existing elevator is 30+ years old and is the most heavily used elevator the City owns. Develop a planset to modernize the existing elevator to ensure 15-20 years of additional service. Consultant shall evaluate existing elevator to provide recommendations that may include replacement of aged components or equipment as needed, replacement of electronics, ADA or life safety upgrades as needed and update finishes and flooring as needed.

- **Animal Control Building Roof Replacement:** The Animal Control Shelter is a 3,335 SF building with approximately 2,900 SF of an inverted roof membrane assembly that is failing. The metal roofing on the rear of the building does not need replaced. Develop plans to demolish and replace the roofing system. New roof shall be designed for EPDM and a 30-year warranty.
- **City Hall Improvement Design:** Kenai City Hall is an aging facility with several components needing renovated or upgraded. The building construction has provided for poor efficiency for heating and cooling. This project is to design an exterior upgrade for the facility. Exterior upgrade shall include a design to replace exterior doors and windows and possibly replace or improve the siding and insulation. Consultant shall also review front entrance of the facility for ADA accessibility requirements when reviewing replacement of exterior doors and include components as required to meet these requirements.
- **City Hall Elevator Renewal:** This project is to design an improvement to the existing elevator system. Develop a planset to modernize the existing elevator to ensure 15-20 years of additional service. Consultant shall evaluate existing elevator to provide recommendations that may include replacement of aged components or equipment as needed, replacement of electronics, ADA or life safety upgrades as needed and update finishes and flooring as needed.
- **City Hall HVAC Improvements:** City Hall has an aged ventilation and condensing unit to supply air to the building. There is also baseboard units and cabinet heaters to heat the facility. The layout of the facility has been modified over the years to add office spaces and is due to have the heating, cooling and air system evaluated. Consultant shall evaluate and design a mechanical system to increase heating and cooling capacity and improve control and balance through the system. It is expected that the roof top condensing unit is past usable life and needs replacement.

3.2 Data Collection

The Consultant shall coordinate collecting relevant data, information, plans, as-builts, and other drawings as available. As-builts for facilities are available for download on the project site. They shall complete a walkthrough of the facilities and meet with facility managers and Building Maintenance staff to review issues.

3.3 Program, Timeline and Budget

Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a phased design system. These include: Schematic Design, Design Development, Construction Documents and Bidding Phase Services as described in the Request for Proposals and the General Conditions of the Contract. Construction Phase services will be on an as-needed basis.

Senior Center Canopy Roof Replacement and Animal Control Building Roof Replacement shall be completed no later than 75 days from Notice to Proceed. Other projects shall be completed within 150 days from Notice to Proceed.

3.4 Schematic Phase Services

Electronic Plans will be submitted to the City for review at 35% completion based on consultant's proposed schedule. City will review and provide comments within 3 business days.

3.5 Design Development

Consultant will be expected to deliver 65% Design Documents including a preliminary cost estimate based on consultant's proposed schedule. All primary components shall be identified, draft specifications shall be included for all required disciplines. City will review and provide comments within 3 business days.

3.6 Final Construction Documents

Consultant will be expected to deliver 95% Final Construction Documents to Owner consultant's proposed schedule. City will complete review in 3 business days, consultant will be required to make any requested revisions within 5 business days. City will handle all front end documents, Consultant's plans and specifications will be added as an attachment when bid is released. Consultant shall coordinate Owner's Bid schedule for additive alternates, as may be required, within construction documents.

Electronic copies of stamped plans and specifications in pdf format, along with CAD files will complete this deliverable.

3.7 Bid Phase Services

The City will compile the bid documents including all front end documents. Consultant will not be responsible for any publishing except as outlined otherwise in this RFP. The Consultant shall attend and participate in a pre-bid conference and assist the City in preparing addenda.

The City will conduct the bid opening.

3.8 Construction Phase Services

These services will be as requested by the City during construction phase of the work. Services may include submittal review, RFI response, inspection, as-built development. Costs for this work shall not be included in proposal. Costs will be paid time and expense based on consultant fee schedule.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

The proposals must be organized in the manner specified below to achieve a uniform review process and maximum comparability.

4.1 Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

List the name(s) of the person(s) authorized to make representations for your firm and their titles, addresses, and telephone numbers.

A corporate officer or other individual must sign the letter with the authority to bind the firm.

4.2 Firm Experience/Qualifications

Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.

Provide at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, e-mail address, and a brief description of the services provided.

4.3 Project Manager, Key Project Staff and Sub-consultants

Identify the project manager, key project staff, and sub-consultants expected to provide services on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

4.4 Methodology, Approach & Timeline

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3.0. This should consist of a detailed work plan indicating the steps to be completed, the resources that will be utilized and the time line for completion.

Describe overall approach to include any special considerations, which may be envisioned.

4.5 Cost of Services / Fee Schedule

Under a separate sealed envelope, submit one copy of a fee schedule for all services that may be required to perform this work and mark on the outside of the envelope "FEE SCHEDULE." The Fees Schedule shall provide a lump sum cost for all services required in Section 3.0. Lump sum costs shall be provided for each of the projects listed in Section 3.1 Project Description. The fee schedule shall be all inclusive of overhead, general, and administrative expenses, fringe benefits, profit, insurance, etc. Include a cost for hourly services for construction administration services if needed. The Cost of Services / Fee Schedule lump sum total cost shall count toward 30 of the available proposal points.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will evaluate the proposal and rank it as submitted. The City of Kenai reserves the right to award a contract solely based on the written proposal.

The City also reserves the right to request oral interviews with the highest-ranked firms (shortlist). The purpose of the interviews with the highest-ranked firms is to allow expansion upon and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) firms will be shortlisted. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The firm whose proposal the evaluation committee ranks highest may be invited to enter into final negotiations with the City for the purpose of contract award.

5.2 Criteria

The criteria considered during evaluations are as follows:

Firm Experience/Qualifications	20 points
Project Manager, Key Staff, Sub-consultants	20 points
Methodology, Approach & Timeline	30 points
Cost of Services/Fee Schedule	30 points

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If the highest ranked Proposer cannot reach an agreement, the City shall notify the Proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCEDURE

Any party submitting a proposal for this procurement and who believes that they are adversely affected by the City's procurement process or by any acts of the City in connection with the award of a City contract may file a protest appeal with the City Clerk pursuant to Kenai Municipal Code 7.15.120.

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract per the procedures detailed in Section 1.3 of this RFP.

If no changes are made, the Proposer shall be deemed to have accepted the sample contract. If the respondent makes changes, such changes will be considered in any negotiations with the City. Changes to the sample contract shall not be considered during the evaluation process.

CITY OF KENAI

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL DESIGN SERVICES

MADE AS OF THE Click or tap here to enter text. DAY OF Click or tap here to enter text. 2025.

BETWEEN the OWNER: CITY OF KENAI
210 Fidalgo Avenue
Kenai, Alaska 99611

AND the CONSULTANT: Click or tap here to enter text.

FOR the PROJECT: City of Kenai Architectural Services

The Owner and Consultant agree as set forth below.

ARTICLE 1

THE WORK

The Consultant shall perform all the work described in the Request for Proposals as Attachment "A" hereto, and in the Consultant's Proposal, as Attachment "B" hereto, consisting of:

1. Basic Services, as described in the General Conditions, including Schematic Phase Services, Design Development and Construction Document Phase Services, Bidding Phase Services, and Construction Phase Services.
2. Additional Services, if authorized, as described in ARTICLE 2 of the General Conditions.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The Consultant's performance of services required by this Agreement shall commence with a Notice to Proceed and shall be completed in accordance with the following schedule:

1. Project Completion 150 Days from Notice to Proceed

ARTICLE 3

COMPENSATION

The Owner shall compensate the Consultant in accordance with the General Conditions of this Agreement as follows:

1. FOR THE CONSULTANT'S BASIC SERVICES, as described in ARTICLE 1 of the General Conditions, Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total amount not to exceed the sum of \$ Click or tap here to enter text..
2. FOR THE CONSULTANT'S ADDITIONAL SERVICES, as described in ARTICLE 2 of the General Conditions, Compensation will be paid for Principal's, employees', and subconsultant's time at the fixed gross hourly billing rates set forth in the Fee Schedule as Attachment "B" hereto, and as per ARTICLE 6 of the General Conditions. Payment of additional services is not included in the "shall not exceed" provisions contained in the contract documents.
3. FOR THE CONSULTANT'S REIMBURSABLE EXPENSES, as described in Article 7 of the General Conditions, Compensation will be paid in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total Amount not to exceed \$ Click or tap here to enter text..
4. THE CONSULTANT'S EXTENDED BASIC SERVICES BEYOND THE CONSTRUCTION PHASE, if authorized, shall commence with a written Notice to Proceed with the performance of those services. These services will be paid as additional services. This payment is not included in the "shall not exceed" provisions contained in the contract documents.
5. The total payment under these contract documents, including payment for basic services and reimbursable expenses shall not exceed \$ Click or tap here to enter text.. Any payment beyond this amount including payment for additional services, extended basic services and related expenses may be made only pursuant to a fully executed change order or contract modification specifically stating the amount of payment agreed upon. In the event this paragraph conflicts with or is inconsistent with any other provision in the contract documents, this provision shall control.

Based upon applications for payment submitted by Consultant, Owner shall provide for Progress Payments to Consultant on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled payday, Consultant shall be paid for the value of the work performed during the period preceding application. Each application for payment shall be on an approved Application for Payment form. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Consultant shall submit as-built drawings or other documents as required by the contract documents.

ARTICLE 4

ENUMERATION OF CONTRACT DOCUMENTS

The documents which are specifically incorporated into this agreement by reference and form the contract documents are:

- A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
- B. This Agreement
- C. Addenda No(s) Click or tap here to enter text.
- D. The Contractor's Proposal, including Cost Proposal and Fee Schedule

- E. Supplemental General Conditions (if any)
- F. The General Conditions of the Contract
- G. The Request for Proposals

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement, except where the provisions of this agreement provide such attachments will be or are a part of the agreement.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the work and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

ARTICLE 5

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

OWNER

City of Kenai
Lee Frey, Director of Public Works
210 Fidalgo Avenue
Kenai, Alaska 99611

CONSULTANT

Company Name
Owner or Authorized Signer
Street Address
City, State Zip

ARTICLE 6

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Consultant, and supersedes all prior, inconsistent negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

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

ARTICLE 7

ATTACHMENTS

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

ARTICLE 8

NO THIRD-PARTY BENEFICIARY

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

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

ARTICLE 9
JURISDICTION: CHOICE OF LAW

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

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

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

OWNER:
CITY OF KENAI

CONSULTANT: Name of Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on

THIS IS TO CERTIFY that on

this ____ day of _____, 2025

this ____ day of _____, 2025

Terry Eubank, City Manager,

_____,

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

(title) _____

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

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Approved by Legal: _____
Approved by Finance: _____

My Commission Expires: _____

**GENERAL CONDITIONS OF THE CONTRACT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL DESIGN SERVICES**

THIS DOCUMENT MAY BE ALTERED OR AMENDED ONLY
BY ADDENDUM, CHANGE ORDER OR OTHER DOCUMENT EXECUTED BY ALL PARTIES

ARTICLE I CONSULTANT'S BASIC SERVICES

1.1 Basic Services

Without limiting any obligations arising under law, Consultant's Basic Services are enumerated for each of the phases described below and include normal Engineering and Architectural services.

1.2 Schematic Phase

- 1.2.1 Consultant shall review the program furnished by Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.
- 1.2.2 Consultant shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the requirements and limitations set forth in ARTICLE 4.
- 1.2.3 Consultant shall review with Owner alternative approaches to design and construction of the Project.
- 1.2.4 Based on the mutually agreed-upon program and Project budget requirements, Consultant shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and interrelationship of Project components.
- 1.2.5 Consultant shall submit to Owner a Statement of Probable Construction Cost based on area, volume, or other unit costs, in conformity with all elements of the Schematic Design Documents.
- 1.2.6 Upon completion of schematic design, the Owner shall be furnished with drawings and specifications in PDF file formats. In addition, one 11" x 17" and one 22" x 34" set of hard copy drawings shall be provided by the consultant.

1.3 Design Development Phase

- 1.3.1 Based on the approved Schematic Design Documents and any other adjustments authorized by Owner in the program or Project budget, Consultant shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, civil, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- 1.3.2 Consultant shall submit to Owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

1.4 Construction Documents Phase

- 1.4.1 Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the Project or in the Project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail the requirements for the construction of the entire project in accordance with good design practice and all requirements of agencies having jurisdiction over the work.
- 1.4.2 Consultant shall provide all documents for this Project in a format and on media approved by Owner or as defined in the Request for Proposals.

- 1.4.3 Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.
- 1.4.4 The substantial aspects of the design as indicated by the Working Drawings and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work.
- 1.4.5 Consultant shall prepare and submit the required documents for the approval of federal, state and local governmental authorities having jurisdiction over the Project and shall be responsible for obtaining all necessary approvals.
- 1.4.6 Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.
- 1.4.7 Consultant shall submit to Owner a final detailed Statement of Probable Construction cost of the project.
- 1.4.8 Upon completion of final design, Owner shall be furnished with 2 DVD's or flash drives of drawings in both DWG and PDF file formats and specifications in both DOCX and PDF file formats. In addition, one 11" x 17" and one 22" x 34" set of hard copy drawings shall be provided by the consultant.

1.5 Bidding Phase

- 1.5.1 Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner in conducting a pre-bid conference, in preparing addenda, in reviewing bids, and in evaluating bidder's qualifications. Based on the results, Consultant shall submit a recommendation for award of contract.
- 1.5.2 Consultant shall conduct any mandatory pre-bid conference and shall issue any addenda required to correct errors or omissions in the bid documents, or to clarify items in the bid documents.

1.6 Construction Phase

- 1.6.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner.
- 1.6.2 Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- 1.6.3 Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and Owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the contractor shall be issued through Consultant. Consultant shall have authority to act on behalf of Owner to the extent provided herein unless otherwise modified in writing. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project.
- 1.6.4 Owner shall have the right to make all final determinations whether an item or material, proposed by the contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the Construction Documents. Owner shall make a final determination within seven (7) days after receipt of written request by Consultant.

- 1.6.5 For the Contract fee, Consultant, appropriate staff personnel, and Consultant's consultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the progress and quality of the work, conformance with the design intent and as required for completion of record drawings. A Schedule of Visits will be incorporated by reference if included as an attachment hereto.
- 1.6.6 Consultant shall provide additional inspection services beyond those described herein upon request of Owner in accordance with ARTICLE 2.
- 1.6.7 Based upon the observations of the Project Observer at the site and upon the contractor's Application for Payment, Consultant shall determine the amount then due to the contractor and shall approve Certificates for Payment within 5 days after receipt thereof. Consultant's approval shall constitute a representation by Consultant to Owner, that the work has progressed to the point indicated; that to the best of Consultant's knowledge, information, and belief, the quality of the work is in accordance with the contract documents; and that the contractor is due payment in the amount certified. By issuing a Certificate for Payment as defined in the contract documents, Consultant shall not be deemed to represent that Consultant has made any examination to ascertain how, and for what purpose, the contractor has used the monies paid on account of the contract sum.
- 1.6.8 Consultant shall demand proof of payment to subcontractors or materialmen, or releases from subcontractors or materialmen, before the issuance of a final Certificate for Payment.
- 1.6.9 Consultant shall, in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance thereunder by the contractor. Consultant shall make the initial decision on all claims and questions of the contractor relating to the execution and progress of the Work, and on all other matters or questions related thereto.
- 1.6.10 Consultant shall have authority to reject Work, which does not conform to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- 1.6.11 Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples. **Such action shall be performed within 5 working days after receipt of the contractor's submittals.** Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- 1.6.12 Consultant shall prepare Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- 1.6.13 Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine the date of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed. Consultant shall receive, review, and transmit to Owner written guarantees, warranties, and related documents assembled by the contractor. Consultant shall issue a final Certificate for Payment upon final completion of the work.
- 1.6.14 Consultant shall not be responsible for (1) construction means, methods, techniques, sequences or procedures; or (2) the safety precautions or programs of the contractor; or (3) any acts or omissions of

the contractor, any subcontractor, or any of the contractor's or subcontractors' agents or employees, or of any other person performing any of the work.

- 1.6.15 Consultant shall furnish Owner, within 60 days after final completion of the work, 2 DVD's or flash drives of as-built drawings in both DWG and PDF file formats and specifications in both DOCX and PDF file formats. In addition, one 11" x 17" paper and one 22" x 34" MYLAR set of as-built drawings shall be provided. As-built documents are subject to review by owner and subsequent revision by Consultant.

ARTICLE 2 CONSULTANT'S ADDITIONAL SERVICES

- 2.1 If any of the following additional services are authorized by Owner in writing, Owner agrees to pay Consultant in accordance with Consultant's Fee Schedule (as attached hereto). Prior to authorization Owner must be expressly informed that the services requested require additional Consultant fees and an estimate of the amount of additional fees must be provided by Consultant. Payment will be made in accordance with Article 6.
- 2.2 Consultant's additional services may include the following:
- 2.2.1 Provide planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites. Prepare special surveys, studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the project.
- 2.2.2 Provide design services relating to future facilities, systems, and equipment which are not intended to be constructed as part of the Project.
- 2.2.3 Provide services to facilitate detailed appraisals and evaluations of existing conditions or facilities and make measured drawings thereof. Services may include surveys or inventories required in connection with construction performed by Owner.
- 2.2.4 Prepare drawings and specifications for Change Orders requested by Owner, where the changed work was not envisioned by the approved construction documents and therefore results in a construction cost which exceeds the Consultant's Statement of Probable Construction Cost.
- 2.2.5 Make major revisions in Drawings, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.
- 2.2.6 Provide consultation concerning replacement of any Work damaged by fire or other causes during construction, and furnish service as may be required in connection with the replacement of such Work.
- 2.2.7 Provide services necessitated by default of the contractor or by major defects or deficiencies in the Work of the contractor or by failure of performance of either Owner or the contractor under the contract for construction, unless such default or failure was caused by deficiencies in the Work of Consultant.
- 2.2.8 Provide extensive assistance in the utilization of any equipment or system, including supervision of initial start up; testing, adjusting and balancing of equipment; preparation of operation and maintenance manuals; training personnel for operation and maintenance; and consultation during normal operation of the Project.
- 2.2.9 Provide contract administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of Consultant and after 20 days' written notice thereof has been given to Owner by Consultant. In that event, compensation shall revert to the hourly rates delineated in the Fee Schedule attached hereto. Owner may, however, elect to administer the contract after receipt of such notice, and no payment will be made to Consultant for extended administration and observation performed prior to issuance by Owner to Consultant of a written order to continue providing contract administration.

- 2.2.10 Provide services required after the approval of the contractor's final Certificate for Payment, but excluding completion of Record Drawings and necessary follow-up actions.
- 2.2.11 Prepare and serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding in connection with the Project where Consultant is not at fault, and is not a party thereto, providing such activities occur within the one year warranty period as defined in the contract documents. For such activities occurring after the warranty period, the Fee Schedule for Additional Services shall be revised as mutually agreed to by the parties to the contract.
- 2.2.12 Provide any other services not otherwise included in this contract and not customarily furnished as basic services in accordance with generally accepted Consultant practice.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide full information regarding Owner's requirements for the Project.
- 3.2 The City Manager is hereby designated as the representative authorized to act in Owner's behalf with respect to the Project, and the City Manager is hereby authorized to appoint, and to rescind the appointment of, a designee to exercise such authority in the City Manager's place. Owner's representative, or Owner's designee, shall examine documents submitted by Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Consultant's work.
- 3.3 Owner shall furnish structural, mechanical, chemical, and other laboratory tests, inspection, and reports as required by law or the contract documents.
- 3.4 If Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the contract documents, Owner shall give prompt written notice thereof to Consultant.
- 3.5 Owner shall furnish to Consultant all information which Owner is required to provide as expeditiously as necessary for the orderly progress of the Work upon request of Consultant.

ARTICLE 4 BUDGETS AND COST ESTIMATES

- 4.1 The Construction Budget does not include the compensation of Consultant and sub-consultants, the cost of the land, rights-of-way, or other costs that are the responsibility of Owner as provided in ARTICLE 3.
- 4.2 Statements of Probable Construction Cost and Total Budget Estimates prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Owner has any control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by Consultant.
- 4.3 If a final Statement of Probable Construction Cost, including contingency and any anticipated cost escalations through the proposed bid date, exceeds the Construction Budget of the Project, Owner shall either: (1) give written approval of an increase in such fixed limit; (2) cooperate with Consultant in revising the Project scope and quality as required to reduce the Probable Construction Cost; or (3) cancel the project.
- 4.4 If the lowest bona fide bid or negotiated proposal exceeds the amount budgeted as the construction cost for this project, Owner may elect to: (1) give written approval of an increase in such fixed limit; (2) cooperate in revising the Project scope and quality as required to reduce the Construction Cost; (3) authorize rebidding the Project within a reasonable time; or (4) cancel the project.
- 4.5 If Owner elects to reduce the scope or quality of the Project because the construction budget may be exceeded, either before or after the opening of bids, then Consultant, without additional charge shall

modify the Drawings and Specifications as necessary to bring the statement, estimate, or bid within the fixed limit. Providing such services shall be the limit of Consultant's responsibility in this regard, and having done so, Consultant shall be entitled to the regular compensation established by the contract.

4.6 Definitions

- 4.6.1 Probable Cost Estimate: An estimate of the costs to construct the facility including all of the structure. Not included in this estimate are administration costs, utility costs, and Consultant fees. This estimate is to be prepared by Consultant.
- 4.6.2 Construction Cost Budget: The budget that is established to construct the project. Not included in this budget are administration costs, utility costs, and Consultant fees.
- 4.6.3 Total Budget: The total budget includes all budget items, Construction Cost Budget, administration costs, utility costs, Consultant fees, movable equipment and contingencies.
- 4.6.4 Contract Sum: The cost submitted by the contractor as the bid to complete all work for the construction of the Project. Not included in this cost are administration costs, utility costs, and Consultant fees.

ARTICLE 5 PAYMENTS TO CONSULTANT

- 5.1 Payments for Consultant's Basic Services shall be made after approval by Owner of Consultant's submissions in accordance with the contract. Owner shall review each submission and invoice, and Owner shall pay the invoice amount to Consultant within 30 days after approval of Consultant's submission and invoice by Owner. If a submission is not approved by Owner, it shall be returned to Consultant for rework, and no payment to Consultant shall be made. Consultant shall rework the submission and transmit the reworked submission with a new invoice to Owner in a timely manner for review and approval by Owner in accordance with the contract.
- 5.2 Payments for Consultant's Additional Services as defined in ARTICLE 2 and for Reimbursable Expenses as defined in ARTICLE 7 shall be made upon presentation of Consultant's statement of services rendered in accordance with the contract.
- 5.3 If Consultant's Additional Services are terminated or suspended in whole or in part through no fault of Consultant, then Consultant shall be paid compensation for services performed prior to receipt of written notice from Owner of suspension or termination, subject to the provisions of ARTICLE 6 and ARTICLE 10. If the Additional Service is resumed after being suspended for more than 90 days, Consultant's compensation for the Additional Services shall be subject to renegotiation.
- 5.4 Consultant shall render a final billing to Owner for all retained compensation prior to final payment to Consultant. The final billing shall be rendered within 60 days after the Project has been closed out. Owner shall not be required to pay any amounts billed after this time.
- 5.5 In the event the entire project is suspended for a period in excess of 90 days, or Consultant is not ordered to proceed to the next phase within 90 days after completion of a previous phase, then Consultant's compensation for basic services and additional services shall be subject to renegotiation if the project is resumed. If the renegotiated fee has not been mutually agreed upon within 14 days after issuance of Notice to Proceed to the next phase, Owner shall be free to terminate the contract and to negotiate freely with other Consultants for completion of the Project utilizing all drawings, specifications, files, notes and other work previously completed under this contract. Consultant will receive 7 days written notice of termination for failure of renegotiation efforts. In the event of such termination, Consultant shall be paid only for services already performed and shall have no further recourse.

ARTICLE 6 PAYMENT FOR ADDITIONAL SERVICES

- 6.1 For the purpose of determining compensation for additional services of employees or Principals engaged on the Project by Consultant, gross hourly billing rates shall be used. The term employees shall include Consultants, Technicians, Draftsmen, and Secretaries who are engaged in consultation,

research, and design, in producing Drawings, Specifications, and other documents pertaining to the Project, and in rendering additional services during construction at the site. Services of Sub-consultants or other Professional Services contracted upon prior approval of Owner shall be billed at 1.1 times the basic fee cost without markup.

- 6.2 Gross hourly billing rates for additional services are noted on Consultant's Fee Schedule as an attachment hereto. Such hourly rates include all wages and salaries paid to Consultant's employees engaged on the Project, payroll taxes, other taxes required by state or federal law, benefits such as vacation, sick leave, retirement plans, pension funds, profit sharing, and any other benefits contracted for or agreed to by said employees and Consultant. Such hourly rates include compensation for any overtime worked by Consultant's employees and sub-consultants, and also include Consultant's overhead and profit for additional services described herein. The aforementioned hourly rates are not subject to escalation, except as noted in ARTICLE 5.3 and 5.5.

ARTICLE 7 REIMBURSABLE EXPENSES

- 7.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual out-of-pocket expenditures made by Consultant, Consultant's employees, or Consultant's professional sub-consultants in the interest of the Project. Reimbursable expenses do not include ordinary overhead expenses and are limited to the expenses listed in ARTICLE 7. Expenses the Consultant consider reimbursable shall be approved by Owner prior to incurring the expense.
- 7.2 Reimbursable Expenses include the following:
- a. Transportation, meals and actual lodging expenses when traveling with the prior approval of Owner in connection with the project, including Owner requested meetings with various committees, boards; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.
 - b. Except as required in these general conditions or other contract documents including the instructions to proposers, expense of reproduction, postage, and handling of drawings and specifications.
 - c. Surveying and Mapping, or other uses services requiring specialized training, programs, or systems when used in connection with Additional Services.
- 7.3 Consultant shall not be reimbursed for those expenses for which Owner has not been billed within 90 days after the expenses have been incurred, except that the final billing shall be rendered within 60 days after Project closeout.

ARTICLE 8 INSURANCE

- 8.1 The services to be rendered under this contract are those of an independent Contractor.
- 8.2 Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in ARTICLE 8. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.
- 8.3 This insurance coverage required by ARTICLE 8 shall be in acceptable form, and for the amounts specified by the City of Kenai, or as required by law, whichever is greater.
- 8.4 The insurance policies shall remain in force for the life of the contract and shall be a part of the contract price.
- 8.5 Commercial general liability with minimum coverage of \$1,000,000, automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and insurance covering work on this project that provides a minimum coverage of \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or

Consultant's subcontractors. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.

- 8.6 Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.
- 8.7 Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.
- 8.8 There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the City of Kenai. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.
- 8.9 Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement.
- 8.10 Owner shall have the option to 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 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 General Condition 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 the contractor or subcontractors' responsibility to provide insurance as required in ARTICLE 8.

ARTICLE 9 CONSULTANT'S ACCOUNT RECORDS

- 9.1 Records of reimbursable expenses and expenses pertaining to additional services and services performed on the basis of gross hourly billing rates shall be in a form acceptable to Owner and shall be available to Owner or Owner's authorized representative for audit at mutually convenient times for a period of up to three years after completion of services and final payment. Allowable Consultant's compensation may be modified to conform to the results of any audit, and any excess compensation or expenses shall be refunded to Owner.

ARTICLE 10 PROJECT CLOSE-OUT AND TERMINATION OF AGREEMENT

- 10.1 Contract between Owner and Consultant will be closed out when the Project has been satisfactorily completed and Consultant has performed all of Consultant's obligations under the contract. Project shall not be closed out until Final Completion has been certified and all record drawings and other documentation have been provided to Owner. Project shall be formally closed out by a written memorandum signed by both Consultant and Owner specifying any adjustments to the contract, together with any sums of money remaining due. The memorandum closing out the Project shall constitute a resolution of all payments for contractual services and reimbursable expenses except those specifically noted in the memorandum. Within 30 days after Owner and Consultant have executed the memorandum closing out the Project, Owner shall pay to Consultant all sums of money remaining due to Consultant including all remaining retained money.
- 10.2 This contract may be terminated by either party upon 30 days written notice, should the other party fail substantially to perform in accordance with the Terms and Conditions hereof.

- 10.3 This contract may be suspended or terminated by Owner for Owner's convenience, for any reason deemed by Owner to be in the best interest of Owner.
- 10.4 In the event of termination not due to fault of Consultant, Consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred in accordance with the contract and ARTICLE 5, if services are performed and expenses incurred prior to the dates specified in the termination notice.
- 10.5 Should this agreement be terminated because Consultant has failed substantially to perform Consultant's duties in a satisfactory or in a timely manner, then Consultant shall be paid only for the actual value of Consultant's services to date, less any damages or additional costs incurred by Owner as a result of Consultant's failure to perform Consultant's duties. In the event that additional costs to Owner exceed the amount of money then otherwise due and owing to Consultant, then Owner shall retain those monies and may immediately proceed against Consultant for excess damages.

ARTICLE 11 OWNERSHIP OF DOCUMENTS/DESIGNS

- 11.1 All Drawings, Specifications, and Designs are considered instruments of service. Owner shall retain an ownership interest in all instruments of service and any similar work including all intellectual property rights associated with them, whether or not completed, which are produced or provided by Consultant in performance of this contract, whether the project for which they are made is constructed or not. Owner and Consultant each reserve unlimited rights of use, without any further compensation, for this project and any subsequent project in which owner or consultant participate. Owner specifically relieves Consultant of any responsibility or liability pertaining to any subsequent use of the document by owner. Any Drawing, Specification, Design, or similar work produced or provided by Consultant in performance of this contract that contains a copyright in the name of the Consultant or any other entity other than Owner will not be accepted, and Owner will consider such submittal to be a breach of the contract.

ARTICLE 12 SUCCESSORS AND ASSIGNS

- 12.1 Owner and Consultant each binds themselves, their partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this contract. Neither Owner nor Consultant shall assign, sublet, or transfer any interest in this contract without the written consent of the other.

ARTICLE 13 INDEMNIFICATION

- 13.1 The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the Consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.

Following are definitions for terms in the above clause:

- (1) "construction" means the process of building, altering, repairing, maintaining, improving, demolishing, planning, and designing a public highway, a structure, a building, a utility, infrastructure, or another public improvement to real property, but does not mean the routine operation of a public improvement;
- (2) "consultant" means a person who contracts with a public agency to provide professional services;

- (3) "professional services" means professional, technical, or consultant's services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation;;
- (4) "public agency" means a department, institution, board, commission, division, authority, public corporation, committee, school district, political subdivision, or other administrative unit of a municipality, of a political subdivision, or of the executive or legislative branch of state government, including the University of Alaska, the Alaska Aerospace Development Corporation, the Alaska Housing Finance Corporation, the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, the Alaska Railroad Corporation, and a regional educational attendance area.

ARTICLE 14 GOVERNING LAW

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

ARTICLE 15 SEVERABILITY

- 15.1 Should a provision of this Agreement be found to be unenforceable or void for any reason, it shall be considered as severed from this Agreement, and the remaining portions of this Agreement shall stand as if that provision had never been included in the contract. Should the unenforceable or void provision be legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.

ARTICLE 16 NONDISCRIMINATION

- 16.1 Contractor must comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.
- 16.2 Contractor will not discriminate against any employee or applicant for employment or refuse employment to a person, or bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or political affiliation. 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.

Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood stated above, an employer may, without violating this provision, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

END GENERAL CONDITIONS

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

For Official Use Only

Reason for Certificate:		For Department:	
		Dept. Contact:	
☐ Solicitation ☐ Other:			
Business Name:			
Business Type:	☐ Individual ☐ Corporation ☐ Partnership ☐ 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

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

_____ ☐ In Compliance ☐ Not in Compliance
Date

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

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

_____ ☐ In Compliance ☐ Not in Compliance
Date

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.

SAMPLE

Alaska Department of Commerce, Community, and Economic Development
P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE

The licensee named below holds Alaska Business License Number _____
Covering the period of: _____ through _____
Line of Business: _____

COMPANY NAME

ADDRESS

Owner:
NAME OF OWNER

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 of Alaska or of the United States.

Alaska Department of Commerce, Community, and Economic Development
Commissioner: _____

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

SAMPLE

No. _____
Effective: _____
Expires: _____

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC
DEVELOPMENT
Division of Occupational Licensing

Division of Occupational Licensing

Certifies that

COMPANY NAME

Is a Registered

Specialty

Commissioner: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒ ☒				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN. AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					
☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒ ☒				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured Motorist \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED. RETENTION \$					
☒	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/A ☒				PER STATUTE ☐ 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

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

RE: PROJECT NAME

The certificate Holder is an **Additional Insured** on General Liability & Automobile policies, but only with respect to work done by or on behalf of the named insured for the project referenced. The Certificate Holder is granted **Waiver of Subrogation** on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project.

CERTIFICATE HOLDER**CANCELLATION**

City of Kenai - Public Works
210 Fidalgo Ave
Kenai, AK 99611

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

City of Kenai

Electronic Bid/Proposal Submission Instructions

1. Go to <https://forms.kenai.city/Forms/BidSubmissionForm>

The screenshot shows the 'City of Kenai Bid or RFP Submission Form'. At the top left is the Kenai logo. The title 'City of Kenai Bid or RFP Submission Form' is at the top right. Below the title, there is a 'Date Time' section with a note: 'Date and time will be captured on form submission'. The main form area contains several fields: 'Project Submitting For:' with a dropdown menu showing 'Cybersecurity Assessment 2023'; 'Name of Respondants Firm/Company *' with a text input field; 'Submitters Name *' with a text input field; 'Email Address *' with a text input field; 'Proposal' with a dashed box for file upload and a 'Choose files' button; 'Fees' with a dashed box for file upload and a 'Choose files' button; and a 'Disclaimer *' section with a checkbox and the text: 'By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.' At the bottom center is a blue 'Submit' button.

2. Select the project you are submitting from using the “Project Submitting For:” drop down box.
3. Enter the name of your Firm or Company.
4. Enter your name.
5. Enter an email address that will be used for issuing a receipt for the submission. *All other communications regarding your bid/proposal will be directed to the contacts listed in the bid/proposal.*
6. Upload your bid/proposal.
 - a. If you are submitting a bid there will only be one upload field.
 - b. If you are submitting a response to a Request for Proposal, there will be two upload fields. You **MUST** submit your proposal using the “Proposal” upload field. You **MUST** submit your fee information in a separate attachment using the “Fee” upload field.
7. If you are authorized to submit a bid on behalf of the listed firm/company, check the “Disclaimer” box. If you are not authorized to submit on behalf of the listed firm, please do not submit this form.
8. Press the button labeled “Submit.”

You should receive an email confirming receipt of your proposal shortly after submitting. If you do not, please contact the City using the information in the bid/RFP documents.