

**INVITATION TO
BID #22-IB-0908**

**City of Houston
CLERK'S OFFICE**



BID AND CONTRACT DOCUMENTS FOR

**Provide Snowplowing, Sanding & Snow
Removal Services**

OPENING DATE & TIME: Thursday, October 13, 2022 @ 4:00 PM

TABLE OF CONTENTS

SECTION I

ADVERTISEMENT

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION III

SCOPE OF SERVICES
LOCATIONS & CONDITIONS

SECTION IV

BID FORM

SECTION V

SAMPLE AGREEMENT
SUBCONTRACTOR/SUPPLIER LIST
SAMPLE CERTIFICATE OF INSURANCE (COI)

SECTION I
ADVERTISEMENT

ADVERTISEMENT

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Frontiersman		CONTRACT	September 14, 2022
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**CITY OF HOUSTON REQUEST
FOR BID #22-IB-0908
Provide Snowplowing, Sanding & Snow Removal Services**

The CITY OF HOUSTON is soliciting bid from qualified contractors to furnish all labor, equipment, tools and incidentals for Provide Snowplowing, Sanding and Snow Removal Services pursuant to the bid documents and Scope of Services. The City anticipates one award to be issued as a result of this solicitation.

Bid documents are available beginning **September 14th, 2022** from the Clerk's Office, 13878 W Armstrong Road, Houston, Alaska 99694 For information e-mail clerk@houston-ak.gov. All inquiries for information related to this solicitation must be sent via email. This bid document will be available for free on the internet at: <https://www.houstonak.com>.

Cut off for questions: **September 30th, 2022 @ 5:00 PM**

Bid open: **October 13th, 2022 @ 4:00 PM in the Clerk's Office**

Bid must be received in the Clerk's Office prior to the time fixed for opening of the bid to be considered. Time of receipt will be determined by the time stamp in the Clerk's Office.

Each sealed bid must be received before the date and time due and must be marked with the appropriate Bid Number to be considered.

Persons needing accommodation in order to participate should contact the City Clerk at (907)892-6869.

The CITY OF HOUSTON reserves the right to accept or reject any or all bid, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

Date: 09/08/2022	Approved by: <i>Rebecca Rein</i>
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SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully, the site of the proposed work and the Bidding Documents before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement and the conditions of the roadways, and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.

If material required for bidding purposes by these documents is absent, the bidder is required to notify the City Clerk by facsimile (907) 892-7677, or by e-mail to clerk@houston-ak.gov.

Any interested party submitting a bid/proposal on CITY OF HOUSTON (COH) projects should first review the COH Debarment/Suspension List. This listing is available off of the COH Clerk's Office web page. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the City Clerk promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed service areas. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing to the City Clerk and shall arrive at least **five (5)** working days prior to the date for opening Bid. Any questions received after this date may not be answered. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the City Clerk. **Questions or requests for clarification directed to any other member of the City staff may be grounds for rejection of bid as being irregular. All questions related to this solicitation MUST be sent in via email to clerk@houston-ak.gov.**

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Clerk's Office. Addendum will be posted to the City website. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BID

The Bidder with their usual legal signature must sign the Submittal Page, preferably in **blue** ink. Bid shall be submitted on the bid forms supplied and must be manually signed. Bid shall be submitted in a sealed envelope with the Invitation Number plainly marked on bottom left corner. Bid may be faxed only if specifically stated in bid documents. Failure to submit a manually signed Submittal Page will result in rejection of the bid.

Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.

Bid shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bid may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bid not called for, qualified bid, or irregularities of any kind.

04. DIRECTIONS FOR DELIVERY OF BID

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

CITY OF HOUSTON
Clerk's Office
13878 W Armstrong Road
Houston, Alaska 99694

05. BIDDERS CHECK LIST

A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

06. RECEIPT AND OPENING OF BID

Bid shall be submitted to the Clerk's Office and must be received prior to the time fixed for opening of bid to be considered. Late Bid will not be considered. Time of Bid receipt will be determined by time stamp of the Clerk's Office.

Facsimile or other electronic transmitted bid will not be considered. Modification by facsimile of Bid already submitted will be considered if received by the City Clerk at or prior to the time of Bid opening fixed in the Invitation to Bid. Facsimile modifications shall not reveal the amount of the original or revised Bid.

No liability will attach to the City for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

Bid may be withdrawn on written or facsimile request received from Bidder prior to the time specified for Bid opening.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bid will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

07. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the City satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature

and the organization and equipment they have available for the performance of the Agreement.

08. BIDDER QUALIFICATIONS

Before the Bid is considered for award, the City Clerk reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The City Clerk shall determine whether a Bidder is responsible on the basis of the following criteria:

The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
The Bidder's record for honesty and integrity.
The Bidder's capacity to perform in terms of facilities, personnel and financing.

The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.

A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code or as appropriate.

Any determination that a Bidder is non-responsible will be made by the City Clerk. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

10. ACTION ON BID

The City reserves the right to reject any and all Bid, and to waive any informalities and irregularities. Timely receipt of bid and manual signature requirements cannot be waived.

Unless otherwise stated in the Bidding Documents, a contract, if awarded, shall be issued to the responsible Bidder who submits the lowest responsive Bid. When the Bidding Documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

When the Bidding Documents contain a base bid and additive alternates, the low Bidder will be determined by the total of the lowest base bid and any alternates to be awarded. Additive alternates will be exercised at the option of City. City may select all, none, or any combination of Alternates in any order. All bid shall be evaluated on the basis of the same alternates.

When the Bidding Documents contain deductive alternates, the low Bidder will be determined by the lowest base bid. If the lowest base bid exceeds the funds available, the low Bidder will be determined by the total of the base bid and any deductive alternates selected. City may select all, none, or any combination of Deductive Alternates in any order. All bid shall be evaluated on the basis of the same alternates.

The amount of the purchase order shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all Bid, Notice of Intent to Award or rejection will be given within sixty (60) days of Bid opening. The notice will be in writing and signed by the Mayor. A Notice of Intent to Award, and no other act of the City or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to perform on the resultant purchase order.

When vendors and/or contractors propose equal pricing (or tie bid), bid will be reviewed by the City Clerk to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

11. BONDS (PAYMENT AND PERFORMANCE) (RESERVED)

12. INSURANCE

SEE INSURANCE REQUIREMENTS IN SAMPLE SERVICE, MAINTENANCE, OR CONSTRUCTION AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

It is the Bidder's responsibility to carefully review these requirements with their insurance provider to ensure they have, or can obtain, the minimum per project and other requirements before submitting a bid.

13. ESTIMATES OF QUANTITIES APPROXIMATE ONLY

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" given under the heading "Bid Form" are approximate only for use as a basis for comparison of Bid and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

14. EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted shall execute the Agreement and furnish the required bonding and insurance within five (5) working days after Notice of Intent to Award of the Agreement is issued. The Agreement shall be considered executed by the successful Bidder when the Agreement is signed by an authorized representative of the Contractor, and the Bond and insurance certificate(s) are received by the City Clerk. Failure or neglect of the Contractor to execute the Agreement within the time specified may result in a forfeiture of the Bid Guarantee and award of

the Agreement to the next lowest Bidder.

The City will execute the Agreement within ten (10) working days after execution by the Contractor as set forth above. The date the Agreement is executed by the City is the Agreement Date. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties as of the Agreement Date.

The Notice to Proceed will be issued within seven (7) working days of the Agreement Date unless otherwise specified in the SPECIAL PROVISIONS. The effective date of the Notice to Proceed shall be within ten (10) working days of the Agreement Date unless otherwise specified in the Special Provisions.

15. CONTRACTOR'S WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIAL PROVISIONS. This warranty shall require the Contractor to remedy promptly, without cost to the City, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the City Representative, is of such nature as to demand immediate repair, the City shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

16. CERTIFIED PAYROLL (RESERVED)

17. STATE OF ALASKA PREVAILING WAGE SCALE (RESERVED)

18. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS

A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the City which has not been remedied within 10 calendar days of receipt of written notice.

B. The Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an Agreement between the City and the same.

19. PROTEST OF AWARD OF BID

Within two days of service of the City Clerk's determination of the apparent successful bid, a bidder who wishes to protest the determination shall lodge a protest with the City Clerk. The protest shall be in writing on a form provided by the City Clerk. The protest shall describe with particularity the alleged errors in the award recommendation. The City Clerk shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be obtained by contacting the Clerk's Office at (907) 892-6869.

In order to receive notice of the apparent successful bid, the Bidder must provide the City with

an email address. It is the responsibility of the Bidder to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful bidder is issued and the period in which protests can be filed.

20. CITY OF HOUSTON BUSINESS LICENSE

Houston Municipal Code 5.04 Business Licenses Generally, requires that all entities conducting business within the City boundaries have a current business license issued by the CITY OF HOUSTON. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current City of Houston Business License or proof that they have applied for one. Copies of this City code and instructions on obtaining a business license may be obtained from the Office of the City Clerk or the City website at www.houstonak.com.

21. PROCEDURES FOR AWARD

This Contract, if awarded, shall be made only to a qualified, responsive and responsible Bidder who submits the lowest bid. The City Clerk shall determine whether a Bidder is qualified, responsive and responsible based on the following criteria:

- A. The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;
- B. The Bidder's record of honesty and integrity;
- C. The Bidder's capacity to perform in terms of facilities, personnel, and financing;
- D. At all times the best interests of the City shall be recognized in awarding bid.

22. LOCAL BIDDER PREFERENCE

Agreements shall be awarded to the lowest qualified, responsive and responsible Bidder, provided that, if the lowest bid are approximately equal, that is, within the lesser of \$2,000 or 5 percent of each other, preference may be given to local Bidders who maintain and operate businesses within the boundaries of the City. HMC 4.10.190

23. QUALIFIED AND RESPONSIBLE BIDDER

The City reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the City's sole discretion, if the Bidder is a qualified vendor. Past dealings with the City and other government agencies will be considered in determining if the Bidder is a responsible vendor.

24. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED

Because of additional administrative and accounting time required of City departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

25. LICENSE REQUIREMENTS

All contractors and subcontractors must comply with Alaska Statute 08.18.011 regarding contractor licensing. Licensing must be current at the time of bid opening. The City desires that contractors submit a copy of their license with their bid, but reserves the right to verify licensing to satisfy this requirement prior to contract award. Failure of a contractor to meet State licensing requirements will result in rejection of the bid as being non-responsive.

26. SUBCONTRACTORS AND SUPPLIES:

The apparent low bidder shall list the names of the proposed subcontractors and suppliers as provided in the form entitled, "Proposed Subcontractors and Suppliers". A list of all other subcontractors and suppliers who are to furnish the principal items of labor, equipment and material proposed for the work shall be submitted within 24 hours of being requested.

27. ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS

By signing the Bid Form/Proposal Submittal Form, the bidder or proposer certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS/PROPOSERS associated with this solicitation. Submission of a bid or proposal in response to this solicitation, certifies that the bidder is willing to accept these terms and understands that failure to accept these terms will subject the bidder to forfeiture of the contract/agreement and loss of any bid guarantee as liquidated damages.

Bidders and proposers are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

28. FLOW DOWN PROVISIONS

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Contractor agrees to comply with any and all flow down or contract provisions required by the City or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

29. MILEAGE AND PER DIEM (RESERVED)

SECTION III
SCOPE OF SERVICES

CITY OF HOUSTON BID #22-IB-0998

Provide Snow Plowing, Sanding & Snow Removal Services Scope of Services

SECTION 1 - GENERAL

The City is seeking bid from qualified contractors to plow/remove snow, ice, slush and provide sanding services for the City roadways listed herein. Contractors agree, by the submittal of their bid, that the City of Houston shall be their first priority client when snow plowing/snow removal is called for under the terms of the bid. Contractors shall not be excused from performance because of other commitments. It is highly recommended that prospective contractors be familiar with the roadways prior to submitting a bid. Conditions for plowing are contained within the Scope of Services.

SECTION 2 - CONTRACTOR AND EMPLOYEE QUALIFICATIONS

The Contractor shall ensure that all personnel including but not limited to operators and traffic control personnel shall be fully qualified and competent, and shall be properly trained and authorized under state and local law to perform such services as required.

SECTION 3 - EQUIPMENT

Equipment must be as specified and shall be of equal size and quantity or greater. Substitution or smaller equipment will void the Agreement. All equipment used shall be in good operating condition and shall meet all safety and OSHA requirements. The Contractor must have the capability of keeping their equipment in good operable order for the duration of the Agreement or be able to have the ability to obtain a suitable replacement piece of equipment. The City reserves the right to evaluate equipment and reject bid if, in the opinion of the city, the equipment is inadequate.

Contractor trucks must be $\frac{3}{4}$ ton or larger, 4 wheel drive, equipped with auxiliary lights, chains, if needed, snow tires with excellent tread, adjustable plow lights, flashing light, and a cellular phone, fully charged and continuously activated. Such cell phone numbers will be made known to the City Representative.

A list of equipment designated for roadways must accompany the bid. The list shall specify the standard nomenclature for each piece of equipment, i.e. make, model, year, size, etc.

SECTION 4 - APPROVAL AUTHORITY

Only the designated person(s) for that portion of the Agreement shall have the authority to implement the ice, snow, slush plow/removal program. The City will provide the Contractors with a list of City Representatives who may call out for services. Contractors who take orders from anyone else will not be authorized payment for work performed.

SECTION 5 - HOURS OF OPERATION

Ice, snow, slush plow/removal operations are to be performed on school bus routes prior to 7am, and the City's preference is that operations are performed outside of regular business hours (8:00 am – 5:00 pm) unless otherwise approved by the City Representative.

SECTION 6 - ICE/SNOW REMOVAL DEPTH

The Contractor shall plow/remove the ice/snow down to ONE (1) INCH minus snow pack of the existing surface. Extreme caution must be exercised to avoid damage to curbs, sidewalks, underground utilities and clean-out pipes, etc. Contractors who fail to remove to ONE (1) INCH minus shall be required to remove slush at no

additional charge when requested by the designated person for that area.

SECTION 7 - DAMAGES

Any damage to City property will be repaired by the Contractor within 45 days. Any damage not repaired within 45 days will be repaired by the City and will be deducted from the Contractor's next billing. Damage caused by the Contractor to bridges, signs, culverts, mailboxes, driveways, vehicles, private property, lawns, utilities and other items shall be the financial responsibility of the Contractor. It is the Contractor's responsibility to call for locates.

SECTION 8 - STACKING OF SNOW/DISPOSAL AREAS

Disposal areas have been designated at each site. If designated areas are not adhered to, the Contractor will be required to move snow at no charge to the authorized area. If due to exceptionally heavy snowfall the designated areas become full, the City Representative will designate new areas at each site location.

SECTION 9 - SPRING CLEAN UP

A spring clean-up at one or more areas within a location may be required. The designated person for that area will direct the Contractor(s) as to the locations and extent of snow plow/removal required. This spring clean-up may require hauling away snow from the disposal areas. The response time lines for this spring clean-up shall be as directed by the designated person for that area. For the purpose of reimbursement, the spring clean-up shall be considered as Extra-Contractual Services.

SECTION 10 - FREQUENCY OF CALL OUTS

Call outs shall be at the discretion of the City Representative. In general, plowing will be required when 4" of snow has accumulated or when called out (see Conditions for Plowing). Because the rate of snowfall can vary greatly throughout the City, it will be the Contractor's responsibility to monitor snowfall accrual on the roadways they are responsible for. This clause does not apply to roadways that are on an "On Call Basis Only". The City does not guarantee that the call for snow plow/removal services in one area will mean the call for snow removal services in all locations.

In such cases, time is of the essence and response and completion requirements are crucial. Call outs may also occur when, in the opinion of the designated person, the accumulation of the ice and snow is unduly hampering driving conditions. In such cases:

- The Contractor shall be allowed a minimum of TWO (2) HOURS to commence ice, snow, and slush plow/removal operations from the time directed by the City Representative. Unless exempted in this document, or by prior approval, all plow/removal action shall be accomplished prior to 8:00 AM the following business morning or within TWENTY-FOUR (24) HOURS, whichever is sooner.
- All Designated school bus routes must be plowed before 7am on school days. School bus routes must be a priority for plowing.

SECTION 11 - SANDING

Contractor to provide price for sanding each area they propose to bid on. Sanding will be at the option of the City. Sand shall be produced by crushing or processing stones or gravel and shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material and organic matter. Sand will be applied at approximately 0.0081 cubic feet of sand per one square yard of area. 0.0003 cubic yards of sand per square yard or 30 cubic yards of sand per 100,000 square yards of sanded area.

SECTION 12 - INVOICING

Invoicing shall be based on the Bid Form / pricing submitted by the Contractor upon completion of a qualified plowing or sanding event and payment approval by the City Representative. Qualified events are defined in Sections 7, 11 and 12 of the Scope of Services. The invoice shall include date of occurrence, location, Purchase Order number and work performed. Billing shall be in accordance with Section 5 contained in the Sample Agreement.

SECTION -13- ACCIDENT REPORTING

Vehicular and personal injury accidents must be reported immediately to the appropriate police agency, (State Troopers). Contractor will notify the Authorized City Representative as soon as practical. Notification will include contractor name, location of where accident occurred, date and time of accident, names of personnel injured, extent of property damage, (if any), extent of injuries, (if know) and brief description of accident.

SECTION 14 - SPILL RESPONSE

Be aware of ADEC requirements for reporting of spills. Each piece of equipment must have a spill kit in the unit unless an equally effective alternative plan is approved. Immediately clean up any and all spills in compliance with ADEC requirements.

SECTION 15 - FAILURE TO PERFORM/DEFAULT

The Contractor is required to have in effect at all times the required documentation, insurance, bonds, licenses and equipment. Failure to meet these requirements and failure to correct such deficiencies within 5 days of written notification may result in Agreement termination.

The City reserves the right to employ the services of another Contractor for a specific call out if the primary Contractor for that location(s) fails to respond within the time lines required herein. Any additional costs incurred by the City as a result will be the responsibility of the primary Contractor. Failure to respond to a snow plow/removal call out in a timely manner may be cause for termination of the Agreement.

SECTION 16 - EXTRA-CONTRACTUAL SERVICES

From time to time, the City may require snow plow/removal services beyond the scope of this Agreement. When such requirements arise, the designated person for that area shall meet with the Contractor for that area to determine a mutually agreeable price for the service. If the designated person for that area and the Contractor are unable to agree on a price, the City may seek the services of other Contractors.

SECTION 17 - PERIOD OF PERFORMANCE

The initial Agreement will be effective October 1st, 2022 through April 1st, 2023. The Agreement may be extended for three (3) additional one year increments under the same terms and conditions when it is mutually agreed upon between the Contractor and the City. Furthermore, the City reserves the right to add roadways as needed during the life of this Agreement; area specification will be determined by the City, followed by negotiation with the existing Contractor with the intent of making the added roadway a part of this Agreement. If the City and the existing Contractor (if any) cannot agree on a price for the added roadway, then the City reserves the right to negotiate with other Contractors.

Snow Plowing & Sanding Services – Roads and Lengths

Road Name	Length (Miles)		Road Name	Length (Miles)
Airolo Drive	0.46		Merlin Drive	0.54
Anthony Road	1.16		Moat Circle	0.05
Ballyshannon Drive	0.84		Nichols Drive	0.21
Birchwood Lane	0.45		No Name Hill Drive	0.24
Black Knight Drive	0.23		Nottingham Circle	0.08
Cannon Drive	0.26		O'Keefe Court	0.04
Castle Drive	0.21		Pay Dirt Road	0.25
Cheri Lake Drive	1.78		Prince Charming Drive	0.28
Claudia Court	0.09		Princess Circle	0.11
Claudia Road	0.38		Princess Kylie Drive	0.28
Denlow Drive	0.24		Queen Of Drive	0.09
Donnybrook Drive	0.40		Rainbow Circle	0.13
Duke Drive	0.21		Rainee Street	0.17
Dutchess Circle	0.13		Ray Street	0.29
Easy Street	0.31		Rel Street	0.13
Elf Circle	0.04		Rex Street	0.10
Emerald Isle Circle	0.08		Robin Hood Drive	0.22
Enchanted Circle	0.25		Round Table Drive	0.55
Friar Tuck Circle	0.13		Ross Street	0.10
Hidden Drive	0.26		Sluice Box Drive	0.06
Hobbit Road	0.11		Squire Drive	0.22
Hubner Circle	0.06		Stetson Circle	0.05
Janet Road	0.11		Susan Lane	0.07
Karami Lane	0.30		Tea Party Drive	0.12
Karen Avenue	0.25		Twiddle Dee Circle	0.06
King Arthur Circle	0.03		Westen Drive	0.31
King Arthur Drive	2.91		White Knight Drive	0.54
King John Drive	0.19		White Rabbit Circle	0.03
Leprechaun Drive	0.32		White Stag Circle	0.11
Little John Drive	0.74		Wilderness Court	0.10
Longbow Circle	0.09		Wilhelm Street	0.41
Looking Glass Drive	0.68		Wonderland Drive	0.40
Loon Street	0.44		Wonderland Circle	0.07
Maid Marian Drive	0.12		Total	20.70
Marian Circle	0.03		Lane Miles	41.4

SECTION IV

BID FORM

BID FORM
SOLICITATION #22-IB-0998

Provide Snowplowing, Sanding & Snow Removal Services

Provide all personnel, material, supplies, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work entitled **22-IB-0998, Provide Snowplowing, Sanding & Snow Removal Services**. Bid will be awarded to the lowest responsive and responsible bidder for each Bid Item.

BID ITEM	SITE/DESCRIPTION	ESTIMATED OCCURRENCES	PER OCCURRENCE	BID PRICE
Houston Roadways- 20.25 Miles				
1a	Plowing	25		
1b	Sanding	25		
Total Bid Item 1				

_____ (Signature) _____ (Company Name)

BID FORM (Continued)
SOLICITATION 22-IB-0998
Provide Snowplowing, Sanding, Sweeping & Snow Removal Services

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

1. The Bidder has carefully examined the bid documents for solicitation *number #22-IB-0998, entitled Provide Snowplowing, Sanding & Snow Removal Services* and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has not, 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 solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the CITY OF HOUSTON.

5. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

 Company Name

 Date

 Mailing Address

 Signature

 City, State and Zip Code

 Printed (or typed) Name

 Contact Person (printed or typed)

 Title (printed or typed)

 Phone Number

 Email Address

 Facsimile Number

<p>It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening.</p>	<p>To be considered responsive, Bidders should include the following with their bid:</p> <ul style="list-style-type: none"> ✓ Signed Bid Form (Acknowledging Addenda if Applicable) ✓ Bid Guarantee (If Required) ✓ List of Equipment to be Used
---	---

SECTION V
SAMPLE FORMS

MAINTENANCE AGREEMENT
BETWEEN CITY AND CONTRACTOR
22-IB-0998

SAMPLE

PROVIDE SNOWPLOWING, SANDING & SNOW REMOVAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2022, by and between:

CITY OF HOUSTON

(hereinafter the "CITY") AND

(insert contractor's name)

(hereinafter the "CONTRACTOR")

The parties agree as follows:

SECTION 1. WORK. The Contractor will do all work described in the Agreement documents listed in Section 11. The work is more specifically identified as:

Furnish all labor, equipment, tools and incidentals for Provide Snowplowing, Sanding & Snow Removal Services pursuant to the bid documents and Scope of Services.

SECTION 2. AGREEMENT COMMENCEMENT. This Agreement shall commence upon execution by both parties. The City will not be liable for work performed by the Contractor prior to execution of the Agreement by both parties.

SECTION 3. MAINTENANCE AGREEMENT TIME.

A. **AGREEMENT TERM:** The Agreement term shall begin **November 1, 2022** and terminated on **April 1, 2023.**

B. **OPTION TO RENEW:** The City may renew this Agreement for three (3) additional one (1) year terms by mutual agreement by both parties.

SECTION 4. AGREEMENT PRICE. The City shall pay the Contractor by "Bid Item" as bid on the Bid Form.

SECTION 5. METHOD OF PAYMENT. A single sum on short term Agreements (30 days or less) and monthly payments on long term Agreements (31 days or longer) shall be paid to the Contractor within thirty (30) working days after the Contracting Officer receives and approves a written Request for Payment from the Contractor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Contractor has completed and submitted to the contracting officer a Contractor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. Consent of Surety to Final Payment must also be submitted if applicable.

SECTION 6. RELATIONSHIP OF THE PARTIES. The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS.

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 8. WARRANTY. The Contractor expressly warrants that all materials used will be of the best quality locally available and that all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship supplied to the City and shall undertake to correct workmanship or defect in materials found by the City Public Works Director, or his designee.

SECTION 9. DUTY OF DEFENSE AND INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 10. TERMINATION FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The Public Works Director or his designee shall determine whether work completed is satisfactory.

SECTION 11. TERMINATION FOR CONVENIENCE OF THE CITY. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Public Works Director or his designee as of the date termination is effective.

SECTION 12. AGREEMENT DOCUMENTS AND INTEGRATION.

A. This Agreement and those documents and appendices incorporated by reference by (B) of this Section shall constitute the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those stated in this Agreement and its appendices, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

B. The following documents are incorporated by reference into this Agreement as if fully set forth herein:

FULL TEXT	REFERENCE
Exhibit "A" ~ Bid Form	SOA & CITY OF HOUSTON Business License
Exhibit "B" ~ Scope of Work	Contractor or Specialty License
Exhibit "C" ~ Addendum (a) Issued	Solicitation Documents Issued Under 22-IB-0998
Exhibit "D" ~ Certificate of Insurance	

SECTION 13. MODIFICATIONS. The City may, from time to time, require modifications in the Special Provisions of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

SECTION 14. EQUAL EMPLOYMENT OPPORTUNITY.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Contractor shall keep such records and submit such reports concerning the equal employment opportunity provisions set for in Section 13(A) for applicants for employment and employees as the City may require.

SECTION 15. INTEREST OF MEMBERS OF CITY AND OTHERS. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16. CONFLICT OF INTEREST. The Contractor, all employees of the Contractor, consultants and other personnel employed by the Contractor providing the services under this Agreement shall in no way stand to gain financially from the terms of this Agreement except for wages, salaries or bonuses paid by the Contractor and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Contractor covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 17. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the City or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 18. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Houston. The Law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 19. NON-WAIVER. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

SECTION 20. PERMITS, LAWS AND TAXES. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlement necessary to its performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

SECTION 21. SEVERABILITY. If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 22. RULE OF INTERPRETATION. This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 23. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by registered or certified mail to the following address:

City: 13878 W Armstrong Rd, Houston, Alaska 99694

Contractor: *(INSERT CONTRACTOR'S ADDRESS HERE)*

SECTION 24. INSURANCE. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Current Edition) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Current Edition) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$1,000,000. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident - \$500,000 each accident
Bodily injury by Disease - \$500,000 each employee
Bodily injury by Disease - \$500,000 policy limit

4. **Excess Liability:**
In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. **Deductibles and Self-Insured Retention**

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability**
 - a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
 - c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Worker's Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the City.

3. **All Insurance**

Each insurance policy required by this Agreement shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Contractor to the attention of the City's City Clerk.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Insurance Coverage

A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to Section 10.

SECTION 25. AGREEMENT ADMINISTRATION.

A. The Mayor or their designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Contractor shall be administered, supervised, and directed by _____. In the event that the individual named above or any of the individuals identified in the bid to perform work under the contract is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to written approval of the City of Houston.

SECTION 26. UNDERSTANDING. The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor's choice, and is executing this Agreement of the Contractor's own free will.

SECTION 27. TITLES. The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 28. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS.

A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, rental payments, or land payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease, rental agreement, or land payment that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, rental agreements, and land payments, against any amount owing to the same under an Agreement between the City and the same.

SECTION 29. ENVIRONMENTAL SPILLS. Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC by the Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75.

SECTION 30. AGREEMENT PERSON. Any questions regarding this Agreement will be directed to the Public Works Director or his designee. The Public Works Director or his designee must also be provided with a copy of all invoices submitted to accounts payable.

SECTION 31. FLOWDOWN PROVISIONS.

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the City or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION 32. CONTRACTS ENFORCEABLE AGAINST CITY (HMC 4.10.050)

No contract for supplies, services or construction, or any amendment thereto, may be enforced against the City unless its terms have been approved in accordance with this chapter and unless the contract or amendment thereto has been set forth in writing executed in accordance with this chapter.

SECTION 33. EXECUTION OF CONTRACTS (HMC 4.10.080)

All City contracts for supplies, services, and construction, and any amendments thereto, shall be signed by the Mayor.

HMC 4.10.090 CONTRACT AMENDMENTS; states:

A. Contract amendments shall not be used to avoid procurement by the competitive procedures established under this chapter.

B. A contract amendment shall not be executed unless the Council has approved a memorandum setting forth the changes to the essential terms of the contract if the amendment will cause the price of the contract, as amended, to exceed:

1. Twenty thousand dollars; or
2. One hundred ten percent of the original contract price or \$20,001, whichever is greater, if the original contract price exceeded \$20,000.

For these purposes, the City Clerk is defined as **Rebecca Rein** during absences of the City Clerk, the Assistant City Clerk has been delegated the authority to act as the City Clerk.

AUTHORITY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the CITY OF HOUSTON.

SIGN HERE: _____

CITY OF HOUSTON

CONTRACTOR

Virgie Thompson
Mayor

Sign

Print

Title: _____

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

On _____, 2022, _____ personally appeared before me,

1. _____ who is personally known to me
2. _____ whose identity I proved on the basis of _____
3. _____ whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the Agreement for **Bid #22-1B-0998 Provide Snowplowing, Sanding & Snow Removal Services** and he/she acknowledged that he/she signed it.

Notary Public
My commission expires: _____

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

On _____, 2022, Virgie Thompson, Mayor, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the CITY OF HOUSTON.

Notary Public
My commission expires: _____

BID #22-IB-0998

Provide Snowplowing, Sanding, & Snow Removal Services

PROPOSED SUBCONTRACTORS AND SUPPLIERS

NOTE: If your company is the apparent low bidder, this list is to be delivered to the City by the end of the first work day following the Bid Opening. Put an 'X' or '√' in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME AND ADDRESS	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

SIGNATURE

COMPANY NAME

DATE