

**ADDENDUM NO. 2**  
**TO THE BID DOCUMENTS**  
**Solid Waste Collection & Disposal Contract**  
**CITY OF HOMER, ALASKA**

**Addendum Issue Date:** May 2, 2024

**Bid Submittal Date:** May 23, 2024

**Previous Addenda Issued:** 1

**Issued By:** Bryan Hawkins  
Port Director  
City of Homer

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**Notice to Bidders:**

Bidders must **acknowledge receipt of this addendum** by including the Addenda Acknowledgement Form with the bid.

Bidders are required to acknowledge each addenda separately on the Addenda Acknowledgement Form. Any bids received without acknowledgment of addenda may be rejected prior to evaluation.

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The Bid Documents for the above project are amended as follows (all other terms and conditions remain unchanged):

Attached to this Addendum is the revised language referenced in Addendum 1.

**The following bidder questions have been received by the City of Homer and are answered as follows:**

1. ***Question:*** *There is no clear Scope of Work defined for the Bid. What represents the Scope of Work?*

**Answer:** Scope of Work is defined in Section I through Section III.

2. ***Question:*** *Some equipment will not work for some locations. For example, the Homer PD container is not accessible with a front loading truck inside the constructed enclosure.*

**Answer:** The Homer PD container is accessible in its current configuration. Alterations may be considered by the City on a case by case basis provided the

Contractor can clearly identify a deficiency that prohibits a specific location from being serviced in its current configuration.

3. **Question: *Size, shape, and access door locations on dumpsters was not defined. The bid should specify these elements so the dumpsters will fit into locations with openings in appropriate orientations and locations.***

Answer: Contractor to choose container size, shape and access door locations on dumpsters to fit each locations current use and configuration. Photographic representation of the intended containers for each specified location(s) shall be submitted as part of the submittal.

4. **Question: *The contract should add language specifying how the contract shall address if the Borough adds a tipping fee for disposal.***

Answer: City will allow for a negotiation if the Borough implements tipping fees during the term of this contract.

5. **Question: *Can the existing enclosure at PD be re-constructed for better access?***

Answer: The existing enclosure shall remain in its current state. After the contract award, if the contractor can demonstrate that the enclosure creates an undue burden on the contractor, the City will consider alterations to the existing enclosure.

6. **Question: *The contract does not specify if dumping containers early in the morning is acceptable in order to protect public safety, in particular on the Homer Spit.***

Answer: The contractor may dump trash on the Spit in the early morning as needed to fulfill the disposal needs of the contract. The contractor shall conduct work in the City Upland locations according to noise restrictions specified in City Code.

7. **Question: *Who decides schedule for dumping containers?***

Answer: Contractor shall determine the schedule for dumping containers by monitoring containers to determine dumping needs. A full container shall be a container that is between 75% and 100% of the full capacity of the container.

8. **Question: *Contract requires contractor to clean up around containers, but does not specify a time requirement of when this shall be done.***

Answer: Contractor shall clean up around containers within 24hrs of emptying the container.

**9. Question: *No CPI adjustment for rates is shown in contract. Will CPI rate adjustments be applied to rate every year?***

Answer: This question will be answered in Addendum 3.

**10. Question: *When will the Contract Start? When will the start date be in relation to the contract award.***

Answer: Contract shall start on October 1, 2024.

**11. Question: *Contract specifies Wind Proof/Bird Proof lids for the Homer Spit containers. Are plastic lids Ok for the Upland Containers?***

Answer: Plastic lids are Ok for City Upland locations.

**12. Question: *What are the qualifications for local preference?***

Answer: Qualifications for local preference are defined in Homer City Code under HCC 3.16.080.

**13. Question: *Will the bid date be extended?***

Answer: The bid date will be extended to Thursday May 23, 2024 at 2:00 PM.

## SOLID WASTE COLLECTION & DISPOSAL CONTRACT

This SOLID WASTE COLLECTION AGREEMENT ("Contract"), effective as of \_\_\_\_\_  
\_\_\_\_\_ is by and between (1) the CITY OF HOMER, an Alaska municipal  
corporation, hereinafter referred to as the "City," whose address is 491 East Pioneer Avenue,  
Homer, Alaska 99603, and (2) \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as the "Contractor," whose address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

For good, valuable, and sufficient consideration received and to be received, including the performance of the mutual covenants and obligations contained herein, the City and the Contractor have agreed and hereby agree as follows:

1. **Scope of Work.** The Contractor shall fulfill the Functional Requirements and furnish all of the materials, tools, labor, and equipment to accomplish the work as described in the Request for Proposals for Solid Waste Collection and Disposal, and in the Contractor's signed Proposal, dated \_\_\_\_\_, all in full compliance with the Contract documents referred to herein (the "Work").

2. **Contract Documents.** The Contract Documents consist of the following:
- This Contract
  - Request for Proposals for Solid Waste Collection and Disposal dated **April 12, 2024**
  - Contractor's signed Proposal dated \_\_\_\_\_.

These documents are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein. All provisions contained in the RFP and the Contractor's Proposal including the Scope of Work, Insurance requirements, and responsibilities of the contractor are fully incorporated as part of the Contract.

3. **Contract Term.** The term of this Contract shall commence on \_\_\_\_\_  
\_\_\_\_\_, and end on \_\_\_\_\_. ("Term").

4. **Options to Extend Contract Term.** Two (2) one (1) year extensions to this contract term are available. Contract extensions must be agreed to by both parties. Contractor must indicate by written notice their wish to extend the contract at least three months before the end of the contract.

5. **Continuation of Services.** In the absence of the City entering a new agreement

with a Contractor at the end of the Term, Contractor may continue to provide services, if agreed up on by the City and the Contractor. This continuing service will be considered month to month, terminable upon 30 days written notice by either party at any time, and subject to all other terms of the Contract.

6. **Contract Amount.** For the Work performed by the Contractor, the City shall pay the Contractor the “per empty” price according to Bid Schedule A for Homer Spit locations and Schedule B for the City Upland locations. The Contractor acknowledges that the Contract Amount includes all costs reasonably and properly anticipated to be incurred by the Contractor in the performance of the Work.

7. **Billing Requirements.** The Contractor shall submit two separate invoices in the following manner:

- a. Homer Spit dumpsters shall be submitted monthly to the Port & Harbor Office, 4311 Freight Dock Road, Homer, AK 99603.
- b. Upland dumpsters (Airport, Animal Shelter, City Hall, Fire Department, Police Department, and Public Works) shall be submitted monthly to the City of Homer Finance Department, 491 E. Pioneer Ave, Homer AK 99603

Both invoices shall provide an itemized description pertaining to the location, number of pick-ups, the rate per pick-up, additional services outside of the base contract rate and schedule (i.e. additional dumpsters or cans, etc.), a total, **and a year to date billed for the total number of pick-ups and year to date total billed for Homer Spit locations and City Upland locations.**

Invoices shall be submitted monthly, not later than the 10<sup>th</sup> calendar day of the month for all Work performed by the Contractor during the previous month. Invoices not received by this date will be processed with the Contractor’s subsequent pay application.

8. **Liquidated Damages.** Liquidated damages in the amount of \$250.00 per day will apply if the Contractor has unexcused delay or fails to perform in the completion of this Contract, for which the Contractor is solely responsible. Such Liquidated Damages shall be deemed to be a fair, reasonable, and appropriate estimate thereof the foreseeable damages incurred by the City due to the delay of services. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to City without limiting the City's right to terminate this Agreement for default as provided elsewhere. The Contractor shall remain liable for the full amount of any such delay, damages, or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the contract.

9. **Insurance.** Contractor shall provide insurance as detailed in the RFP. The

certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced. City shall be named as an additional insured under all policies of liability insurance required of Contractor. City's acceptance of a deficient certificate of insurance does not waive any insurance requirement of this contract.

10. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against the City, arising directly or indirectly from or out of, or in any way connected with:

- a. any activities during Contractor's past, present or future, during activities pertaining to the Work which directly or indirectly resulted in City Property being contaminated with Hazardous Substances;
- b. the discovery of Hazardous Substances on the City Property whose presence was caused during the Scope of Work by Contractor;
- c. the clean-up of Hazardous Substances on the City Property resulting from Contractor negligence; and
- d. any injury or harm of any type to any person or damage to any property arising out of or relating to negligence by the Contractor. The liabilities, losses, claims, damages, and expenses for which the City is indemnified under this section shall be reimbursable to the City, as and when the obligation of City to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Contractor shall pay such liability, losses, claims, damages and expenses to the City as so incurred within 10 days after notice from the City, itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to City is required where, in the determination of the City, such itemization could be deemed a waiver of attorney-client privilege).

11. **Attorney's Fees.**

- a. If the City is involuntarily made a party defendant to any litigation concerning this Contract or the Property by reason of any act or omission of Contractor, or if the City is made a party to any litigation brought by or against Contractor without any fault on the part of the City, then Contractor shall pay the amounts reasonably incurred and expended by the City, including the reasonable fees of

the City's agents and attorneys and all expenses incurred in defense of such litigation.

- b. In the event of litigation between the City and Contractor concerning enforcement of any right or obligation under this Contract, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation pursuant to ARCP 82

12. **Termination Without Cause.** The City may terminate this Contract for any reason by providing the Contractor with written notice at least 60 days prior to the desired termination date.

13. **Failure of Performance and Notice to Cure.** Should the Contractor fail or refuse to perform the Work in accordance with the requirements of the RFP, the Contractor shall be deemed in default of this Contract. If the Contractor fails within three (3) working days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the City shall, without prejudice to any rights or remedies it may have, have the right to do the following:

- a. Perform the Contractor's work and charge the Contractor the cost thereof, who shall be liable for the payment of same;
- b. Contract with one or more additional contractors to perform such part of the Work as the City shall determine will be most expedient and charge the cost thereof to the Contractor;
- c. Withhold payment of any moneys due the Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the City; and
- d. In the event of an emergency affecting the safety of persons or property, the City may proceed as above without notice.

14. **Termination for Cause.** If the Contractor fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification issued under Section 13, then the City may, in lieu of or in addition to Section 13, issue a second written notification to the Contractor and its surety, if any. Such notice shall state that if the Contractor fails to commence and continue correction of a default within three (3) working days of the written notification, the Agreement will be deemed terminated and the City may complete the Contractor's Work. The City also may furnish those materials, equipment and/or employ such workers or contractors as the City deems necessary to maintain the orderly progress of the Work. All costs incurred by the City in performing the Contractor's Work shall be deducted from any moneys due or to become due the Contractor. The Contractor shall be liable for the payment of

any amount by which such expense may exceed any unpaid amounts to which it is due.

15. **Bankruptcy and Termination Absent Cure.** If the Contractor files a petition under the Bankruptcy code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Contract under the applicable provisions of the Bankruptcy Code. The City, while awaiting the decision of the Contractor or its trustee to reject or assume the Contractor's obligations under this Contract and provide adequate assurances of its ability to perform hereunder, may avail itself of such remedies as are available to reasonably continue Contractor's obligations under this Contract.

16. **Disputes.** The parties agree that they will make every attempt to resolve all disputes internally and in good faith. In the event that the disputes regarding this Contract cannot be resolved by the Contractor and City Administration, the Contractor may appeal to the Board of Appeals under the procedures prescribed by the Homer City Code, Sections 14.04.100 - 14.04.110.

17. **Amendments.** Amendments to this contract may be made in writing and must be agreed to by both parties. Either party may propose an amendment by providing written notice to the other at the address provided herein. The contract can be amended to include recycling as proposed by the Contractor.

18. **Notifications.** All notices, demands and requests from Contractor to City shall be given to City at the following address:

City Manager  
City of Homer  
491 East Pioneer Avenue Homer, Alaska 99603  
Facsimile: (907) 235-3 148  
Email: [citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

All notices, demands or requests from City to Contractor shall be given to Contractor at the following address: \_\_\_\_\_

\_\_\_\_\_

19. **General Provisions.**

- a. This Contract shall be governed by the laws of the State of Alaska and the City of Homer. Venue for all disputes arising out of this Contract shall lie in Homer, Alaska.
- b. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other



provision.

- c. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respects further performance.
- d. This Contract is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

**FORMATION**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first set forth above. By executing this Contract, Contractor represents that it possesses the necessary financial resources to fulfill its obligations under the Contract and has the necessary corporate approvals to execute this Contract and perform the Work described herein.

**CITY OF HOMER**

**Contractor.**

\_\_\_\_\_  
Melissa Jacobsen, Interim City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**ACKNOWLEDGMENTS**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Melissa Jacobsen, Interim City Manager of the City of Homer, an Alaska municipal  
corporation, on behalf of the City of Homer.

(SEAL)

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires:\_\_\_\_\_

STATE OF \_\_\_\_\_                    )  
  ) ss.  
\_\_\_\_\_  
(County, Borough or Judicial District)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ on behalf of \_\_\_\_  
\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_