

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2019-54

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RL MOORE METAL RECYCLING TO SHIP AND DISPOSE OF SCRAP METAL AND JUNK VEHICLES FROM THE SOLID WASTE LANDFILL IN THE AMOUNT OF \$235,000

WHEREAS, in order to promote the health, welfare, and safety of the public, it has been determined that there is a need for the removal of scrap metal and junk vehicles from the Unalaska Landfill; and

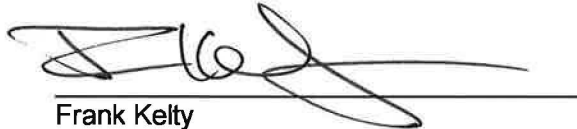
WHEREAS, the City of Unalaska solicited bids on July 25, 2019, for the shipment of 500 tons of scrap metal and 175 junk vehicles from Unalaska; and

WHEREAS, the City of Unalaska received one bid from RL Moore Metal Recycling for the shipment of 500 tons of scrap metal and 175 junk vehicles from Unalaska; and

WHEREAS, it has been determined that RL Moore Metal Recycling is a responsive, responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with RL Moore Metal Recycling to ship approximately 500 tons of scrap metal and 175 junk vehicles from the City Landfill in the amount of \$235,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.



Frank Kelty
Mayor

ATTEST:


Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Dan Winters, Director of Public Utilities
Through: Erin Reinders, City Manager
Date: September 10, 2019
Re: Resolution 2019-54: Authorizing the City Manager to enter into an agreement With RL Moore Metal Recycling to ship and dispose of scrap metal and junk vehicles from the solid waste landfill in the amount of \$235,000

SUMMARY: Through Resolution 2019-54, Staff is requesting approval for the City Manager to enter into an Agreement with RL Moore Metal Recycling to ship approximately 500 tons of scrap metal and 175 junk vehicles from the City Landfill to be recycled. The amount of the Agreement is \$235,000, and funding is available in the Operating Budget of the Solid Waste Operations Division of the Department of Public Utilities. Staff recommends approval.

PREVIOUS COUNCIL ACTION: At their December 9, 2014 meeting, Council approved Resolution 2014-89, which authorized the City Manager to enter into Agreement with Samson Tug and Barge to ship 4,000 tons of scrap metal and junk vehicles to Seattle for \$344,575.

At their June 13, 2017 meeting, Council approved Resolution 2017-44, which authorized the City Manager to enter into an Agreement with DeForge Maritime Towing to remove junk vehicles and scrap metal from the Unalaska Landfill and ship the material to Seattle. That Agreement totaled \$275,000.

At their May 28, 2019 meeting, Council approved Resolution 2019-07, which adopted the Fiscal Year 2020 operating budget and provided funding of \$572,000 for junk vehicle and scrap metal removal.

BACKGROUND: The City Landfill accepts both scrap metal and junk cars. These items accumulate to the extent that an average of 150 junk vehicles and 800 tons of scrap metal are received per year. The City has paid as much as \$1,500 per vehicle and \$500 per ton for scrap metal to remove these items from the Landfill.

On July 22, 2019, Staff requested and received a proposal for \$95,000 from Northern Alaska Contractors, LLC (NAC), to remove the junk vehicles and scrap metal from the Landfill. As NAC controls the barge landing site adjacent to the Landfill, this maintenance work was approved by the City Manager as a cost effective sole source award compared to obtaining quotes to move the material by truck to a different barge site.

On July 25, 2019, Staff issued an RFQ for the securing and shipment off-island of junk vehicles and scrap metal from the Solid Waste Landfill.

On August 27, 2019, Staff received a single bid from RL Moore Metal Recycling for the disposal of 175 junk vehicles and 500 tons of scrap metal from the Unalaska Landfill. RL Moore Metal Recycling's bid is for \$235,000.

DISCUSSION: Approval of Resolution 2019-54 will give the City Manager authorization to enter into an Agreement with RL Moore Metal Recycling to ship and dispose of 500 tons of scrap metal and 175 junk vehicles from the Unalaska Landfill.

Staff recommends Council's adoption of Resolution 2019-54, which will allow the shipping and disposal of junk vehicles and scrap metal from the Unalaska Landfill.

ALTERNATIVES: Staff does not believe there are other cost effective alternatives to awarding this Agreement but are always open to the Council's recommendations.

FINANCIAL IMPLICATIONS: The monetary amount for this Agreement to ship and dispose of 175 junk vehicles and 500 tons of scrap metal is \$235,000. According to the bid documents, the bid for shipping the scrap metal was \$400 per ton or \$200,000 and \$200 dollars per vehicle or \$35,000.

Funding for this Agreement will come from the Solid Waste Operating Budget, Line Item: Solid Waste 53024752 54210, which contains \$477,000 after allowing for the NAC Agreement.

LEGAL: Consultation with the City Attorney was not required for this action.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2019-54.

PROPOSED MOTION: I move to approve Resolution 2019-54.

CITY MANAGER COMMENTS: This action keeps metal out of our landfill. Financing the removal of junk vehicles and scrap metal has been a goal for Council, and is supported in the Comprehensive Plan. Staff will continue working to measure actual costs and will be looking for cost effective ways to achieve this goal.

ATTACHMENTS:

- RFQ
- Form of Agreement
- Bid from RL Moore Metal Recycling

July 25, 2019

REQUEST FOR QUOTES

**FURNISH EQUIPMENT AND MANPOWER
TO SECURE AND TRANSPORT
JUNK VEHICLES AND SCRAP METAL
REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL**

To Whom It May Concern:

The City of Unalaska, Department of Public Utilities, Solid Waste Division, is requesting quotes for the furnishing of equipment and manpower to secure and transport up to 500 tons of scrap metal and approximately 175 junk vehicles from the Unalaska Solid Waste Landfill.

Quotes will be received through 2:00 p.m. on Tuesday, August 27, 2019, at the Office of the City Clerk, 43 Raven Way, PO Box 610, Unalaska, Alaska 99685. Any quotes received after the date specified may not be considered.

I. THE WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with the secure transportation of up to 500 tons of scrap metal and approximately 175 junk vehicles removed from the City of Unalaska Solid Waste Landfill. The scrap metal and junk vehicles become the property of the Contractor upon placement of the items onto the means of transport. All costs associated with the shipment, offloading and disposal of the scrap metal and junk vehicles are the responsibility of the Contractor. Any proceeds from the subsequent sale of the scrap metal and junk vehicles belong to the Contractor. The Contractor must legally dispose of the scrap metal and junk vehicles at a location completely outside the city limits of the City of Unalaska, Alaska

- Project Location: City of Unalaska, Solid Waste Landfill
- Owner: City of Unalaska, Department of Public Utilities

II. GENERAL PROVISIONS

All work shall be subject to review and acceptance by the Director of the Department of Public Utilities or his designated representative, who shall evaluate the Contractor's work for compliance with the Agreement. The Director of the Department of Public Utilities has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

III. SAFETY

- A. The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Agreement period. This requirement shall apply continuously and is not limited to normal working hours.

- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
- C. The Contractor shall develop and maintain for the duration of the Agreement, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. The Owner's duty to conduct construction review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- E. As part of safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- F. Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations.

IV. LICENSE REQUIREMENTS

The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances §9.04.020. Contractors and subcontractors in order to perform public work in the State of Alaska are required to hold State of Alaska Contractor's licenses of the class required to perform the specified work. Contractors and subcontractors are also required to hold current Alaska Business Licenses and City of Unalaska Business Licenses in order to perform public work in the State of Alaska. Contractor's License and Business License numbers, including City of Unalaska business license numbers, shall be inserted in the appropriate place on the Quote form. Evidence of subcontractor's compliance with the above shall be submitted to the City before starting subcontract work on City Agreements.

V. INSURANCE

- A. Contractor agrees to furnish the City, before commencing any Physical Work related to this Agreement and as required elsewhere, the certificates of insurance as specified in these Documents. Contractor further agrees that the amount stated herein includes specific consideration for the insurance coverage's, including contractual liability, specified.
- B. The contractor shall carry and maintain throughout the life of this Agreement, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon

the policies. Insurance shall be placed with companies acceptable to the City of Unalaska, and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

- C. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of Agreement requirements.
- D. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
 - 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusion of Explosion, Collapse, or Underground. Coverage is to be endorsed to include a per project aggregate. Additionally, such insurance shall be considered primary to any other insurance carried by the City of Unalaska and the insurer will endorse the policy accordingly.
 - 3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 - 4. If applicable, Contractor's Equipment insurance covering all of the contractor's equipment and machinery to be used in connection with the performance of the work specified in this Agreement. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all right of recovery against the City of Unalaska in writing.
 - 5. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.

6. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
7. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the City of Unalaska if the contractor self-insures the equipment and will waive all rights of recovery against the City of Unalaska in writing.
8. Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible of \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
9. Where applicable, Pollution Liability insurance with a project limit of not less than \$1,000,000 subject to a maximum deductible of \$10,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

In the event Asbestos, Hazardous Materials, Lead or other related environmental hazards are transported by vehicle and/or marine vessel, the operator of such vehicles and vessels shall provide a Certificate of Insurance for the transportation of such materials (including loading and unloading) with limits of not less than \$1,000,000.

10. Builder's Risk Insurance: Coverage shall be provided on an "All Risk" completed value basis and protect the interests of the City, the contractor and his subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site and in transit from port of arrival to job site and while temporarily located away from the project site.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
- F. All insurance policies as described above except Professional Liability and Worker's Compensation are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.

- G. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
- H. The contractor is required to maintain all certificates of insurance during the course of the project and for a minimum of three (3) years following the completion of such project. It is further agreed, that upon request by the City of Unalaska, the Contractor will provide copies of any and all subcontractor certificates of insurance for review of compliance.
- I. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the Agreement.

VI. INDEMNIFICATION:

- A. The CONTRACTOR and his Subcontractors will name the owner as “Additional Insured” and will provide a "Waiver of Subrogation”.
- B. The CONTRACTOR shall indemnify, save harmless, and defend the CITY and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR's performance of this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

VII. TIME OF COMPLETION

The CONTRACTOR shall complete all work associated with this Agreement no later than 5:00 p.m. on Thursday, October 31, 2019.

VIII. STATUS OF WORK

The Contractor shall keep the City advised as to the status of work being done by the Contractor and the details thereof. The Contractor shall maintain coordination with representatives of the City. The City or Contractor may request and be granted a conference with the other party.

IX. MEASUREMENT AND PAYMENT

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- A. Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine,

or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.

a. Ninety percent of work completed.

b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.

B. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.

1. Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

X. QUALIFICATIONS:

The CONTRACTOR shall have mechanical experience, with projects consisting of the same scope of work and contract amount as this Agreement. Upon request, the Contractor shall submit a list of successfully completed projects with the Request for Quotes, as well as contact names and numbers for the Owners of the work completed.

CITY OF UNALASKA - QUOTE PROPOSAL FORM
FURNISH EQUIPMENT AND MANPOWER
TO SECURE AND TRANSPORT
JUNK VEHICLES AND SCRAP METAL
REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL
(Contractor to Fill in and Submit to City)

ITEM NO.	DESCRIPTION	UNIT	CONTRACTOR BID AMOUNT (Write Unit Bid Price in Words)	TOTAL PRICE
1	UP TO 500 TONS SCRAP METAL	LUMP SUM	<hr/>	
2	APPROXIMATELY 175 JUNK VEHICLES	LUMP SUM	<hr/>	

Total Price Quote: _____

Total Price Quote (in words): _____

Quoting Company: _____

Name (Printed): _____

Signature: _____

Date: _____

Contractors License No. _____

Business License No. _____

STANDARD FORM OF AGREEMENT
BETWEEN THE CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2019, by and between the City of Unalaska (the “CITY”) and RL Moore Metal Recycling (the “CONTRACTOR”).

The City of Unalaska and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. THE WORK

CONTRACTOR shall complete all work as specified or indicated in this agreement. The work is generally described as follows:

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with the secure transportation of up to 500 tons of scrap metal and approximately 175 junk vehicles removed from the City of Unalaska Solid Waste Landfill. The scrap metal and junk vehicles become the property of the Contractor upon placement of the items onto the means of transport. All costs associated with the shipment, offloading and disposal of the scrap metal and junk vehicles are the responsibility of the Contractor. Any proceeds from the subsequent sale of the scrap metal and junk vehicles belong to the Contractor. The Contractor must legally dispose of the scrap metal and junk vehicles at a location completely outside the city limits of the City of Unalaska, Alaska

1. Project Location: City of Unalaska Solid Waste Landfill, Unalaska, AK 99685
2. Owner: City of Unalaska, Department of Public Utilities

The Contract Documents which comprise the entire agreement between The City and CONTRACTOR concerning the WORK consists of the following:

- Agreement
- RL Moore Metal Recycling Quote Dated August 27, 2019
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. GENERAL PROVISIONS

- A. All work shall be subject to review and acceptance by the City, who shall evaluate the Contractor's work for compliance with the Agreement. The City has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractors or suppliers.
- B. The Contractor is solely responsible for each piece of scrap metal and each junk car as soon as they are loaded onto the barge. Unloading the barge at the Seattle Port is the sole responsibility of the Contractor.
- C. The Contractor shall coordinate shipment with Northern Alaska Contractors, LLC, the Contractor awarded the work to remove the scrap metal and junk vehicles from the landfill and bring to the barge for securing and shipment.

Article 3. SAFETY

- A. The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including

employees) and property during the Agreement period. This requirement shall apply continuously and is not limited to normal working hours.

- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
- C. The Contractor shall develop and maintain for the duration of the Agreement, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. The City's duty to conduct a review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- E. As part of safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- F. Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations.

Article 4. LICENSE REQUIREMENTS

The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances §9.04.020. Contractors and subcontractors in order to perform public work in the State of Alaska are required to hold State of Alaska Contractor's licenses of the class required to perform the specified work. Contractors and subcontractors are also required to hold current Alaska Business Licenses and City of Unalaska Business Licenses in order to perform public work in the State of Alaska.

Article 5. INSURANCE

- A. Contractor agrees to furnish the City, before commencing any Physical Work related to this Agreement and as required elsewhere, the certificates of insurance as specified in these Documents. Contractor further agrees that the amount stated herein includes specific consideration for the insurance coverage's, including contractual liability, specified.
- B. The Contractor shall carry and maintain throughout the life of this Agreement, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska, and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

- C. Prior to commencement of the work, the Contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of Agreement requirements.
- D. The Contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusion of Explosion, Collapse, or Underground. Coverage is to be endorsed to include a per project aggregate. Additionally, such insurance shall be considered primary to any other insurance carried by the City of Unalaska and the insurer will endorse the policy accordingly.
 3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 4. If applicable, Contractor's Equipment insurance covering all of the Contractor's equipment and machinery to be used in connection with the performance of the work specified in this Agreement. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all right of recovery against the City of Unalaska in writing.
 5. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 6. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 7. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all rights of recovery against the City of Unalaska in writing.
 8. Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible of \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

9. Where applicable, Pollution Liability insurance with a project limit of not less than \$1,000,000 subject to a maximum deductible of \$10,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

In the event Asbestos, Hazardous Materials, Lead or other related environmental hazards are transported by vehicle and/or marine vessel, the operator of such vehicles and vessels shall provide a Certificate of Insurance for the transportation of such materials (including loading and unloading) with limits of not less than \$1,000,000.

10. Builder's Risk Insurance: Coverage shall be provided on an "All Risk" completed value basis and protect the interests of the City, the Contractor and its subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site and in transit from port of arrival to job site and while temporarily located away from the project site.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
 - F. All insurance policies as described above except Professional Liability and Worker's Compensation are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.
 - G. If the Contractor employs subcontractors to perform any work hereunder, the Contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
 - H. The Contractor is required to maintain all certificates of insurance during the course of the project. It is further agreed, that upon request by the City of Unalaska, the Contractor will provide copies of any and all subcontractor certificates of insurance for review of compliance.
 - I. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the Agreement.

Article 6. INDEMNIFICATION

- A. The Contractor will name the City as "Additional Insured" and will provide a "Waiver of Subrogation".
- B. The Contractor shall indemnify, save harmless, and defend the City and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

Article 7. TIME OF COMPLETION

The Contractor shall complete all work associated with this Agreement no later than 30 days from the date of the execution of this Agreement.

Article 8. STATUS OF WORK

The Contractor shall keep the City advised as to the status of work being done by the Contractor and the details thereof. The Contractor shall maintain coordination with representatives of the City. The City or Contractor may request and be granted a conference with the other party.

Article 9. MEASUREMENT AND PAYMENT

Application for Payment or Invoice shall be sent to the City of Unalaska, Accounts Payable, P.O. Box 610, Unalaska, Alaska 99685, for payment. This agreement is a Lump Sum agreement for Two Hundred Thirty Five Thousand Dollars (\$235,000).

Article 10. CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this agreement, the Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- B. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Contractor for such purposes.
- D. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.
- D. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. Contractor has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 11. MISCELLANEOUS

- A. The Contractor shall submit the Performance Bond, Certification of Insurance, and State of Alaska and City of Unalaska business licenses prior to commencement of the Work. The Performance Bond shall be in the amount of 100% of the contract bid price.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, The City and the Contractor have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the City of Unalaska and the Contractor.

RL MOORE METAL RECYCLING

CITY OF UNALASKA, ALASKA

By: _____
Ronald L. Moore, Owner

By: _____
Erin Reinders, City Manager

State of Alaska)
) ss.
Third Judicial District)

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Ronald L. Moore, the Owner of RL Moore Metal Recycling, a sole proprietorship, on behalf of the Company.

The foregoing instrument was acknowledged before me on the ___ day of _____, 2019, by Erin Reinders, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of _____
My Commission Expires _____

Notary Public, State of Alaska
My Commission Expires _____

CITY OF UNALASKA - QUOTE PROPOSAL FORM
FURNISH EQUIPMENT AND MANPOWER
TO SECURE AND TRANSPORT
JUNK VEHICLES AND SCRAP METAL
REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL
(Contractor to Fill in and Submit to City)

ITEM NO.	DESCRIPTION	UNIT	CONTRACTOR BID AMOUNT (Write Unit Bid Price in Words)	TOTAL PRICE
1	UP TO 500 TONS SCRAP METAL	LUMP SUM	Four Hundred Dollar a ton	\$ 200,000.00
2	APPROXIMATELY 175 JUNK VEHICLES	LUMP SUM	two Hundred Dollar per vehicle	\$ 35,000.00

Total Price Quote: \$ 235,000.00

Total Price Quote (in words): two Hundred thirty Five thousands Dollar

Quoting Company: RLMOORE METAL RECYCLING

Name (Printed): RLMOORE METAL RECYCLING (RON MOORE)

Signature: RZ Moore

Date: 8-27-19

Contractors License No. _____

Business License No. 973027