

May 23, 2014

**REQUEST FOR QUOTES
CITY OF UNALASKA SOLID WASTE LANDFILL
ANNUAL JUNK VEHICLE AND SCRAP METAL REMOVAL PROJECT**

The City of Unalaska, Department of Public Utilities, is requesting quotes for the loading and removal of Junk Vehicles and Scrap Metal from the City of Unalaska Solid Waste Landfill. Off-Island disposal of the scrap metal and junk vehicles shall be the sole responsibility of the Contractor. The Agreement to be awarded under this RFQ shall contain an annual renewal clause which may be exercised at the discretion of the City of Unalaska. **A copy of the form of Agreement to be executed to perform the Work is attached as Exhibit "A".**

Quotes will be received through 2:00 p.m. on June 26, 2014, at the Office of the City Clerk. Any quotes received after the date and time specified may not be considered.

I. THE WORK

The Work shall include, but not be limited to, the following: furnishing all plant, labor, tools, equipment, and materials, and performing all operations in connection with the Annual Junk Vehicle and Scrap Metal Removal Project. Scrap metals and junk vehicles are located at the Unalaska Solid Waste Landfill. Disposal of the scrap metal and junk vehicles shall be the sole responsibility of the Contractor, and shall not be disposed of on Unalaska or Amaknak Islands but rather shall be disposed of completely outside of the entirety of the City of Unalaska by the Contractor.

1. Project Location: City of Unalaska Solid Waste Landfill, 1181 Summer Bay Road, Unalaska, Alaska
2. Owner: City of Unalaska, Department of Public Utilities

The following items generally describe the scope, terms, and conditions of the Work:

- A. Contractor shall provide all excavators, dozers, cranes, loaders, backhoes, trucks, tug(s), barge(s), and other equipment required to remove and load for off-Island transport junk vehicles and scrap metal from the Landfill. **A complete list of the required equipment is attached as Appendix "B" to this RFQ.** The City makes no representation as to the exact quantity of junk vehicles and scrap metal located at the site. The City estimates there are approximately 200 junk vehicles and approximately 1,000 tons of scrap metal. **Note: The scrap metal contains numerous lifts of dirt in between each layer of scrap metal.** The lifts of dirt are estimated to be between three (3) to five (5) feet thick. The Contractor is responsible to remove the lifts of dirt and include the cost of removing this dirt in the unit price bid for removal of scrap metal. The weight of dirt removed shall not be paid for as scrap metal removed. The dirt is to be taken to a designated area in the Landfill by the Contractor and stockpiled. The Contractor shall independently estimate the quantities of junk vehicles, lifts of dirt, and scrap metal available for removal and loading. The City is not responsible for estimating the quantities. Unit prices will not be adjusted for quantities above or below the estimated amount. The Contractor shall be paid only for the quantities actually removed

from the Landfill. The City is not responsible for providing a minimum or maximum quantity to the Contractor.

- B. All work shall be performed in conformance with applicable Local, State, and Federal rules and regulations.
- C. Off-Island disposal location and costs are the responsibility of Contractor.
- D. Contractor shall remove, load, and dispose of all junk vehicles and scrap metal.
- E. Contractor will receive any revenues from scrap metal and junk vehicles.
- F. Contractor is responsible for all materials once they are loaded for transport, thereby ending any liability for the City of Unalaska.
- G. Contractor is responsible for securing a barge landing site and loading area. All terms and conditions required to secure the barge landing site and loading area are the sole responsibility of Contractor.
- H. The Contractor shall thoroughly clean and restore all work areas to the satisfaction of the City prior to receiving final payment.

II. CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall have limited use of the premises for construction operations. The Contractor's use of the premises is limited by the City's right to continue Landfill operations during the construction period.
- B. Use of the Site: Limit use of the premises to work in areas where junk vehicles and scrap metals are being collected. Confine operations to areas indicated. Do not disturb portions of the site beyond the areas in which the Work is described.
 - 1. Owner Occupancy: The City will periodically occupy the premises for construction, operations, and maintenance.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the City, the City's employees, other contractors performing work at the Landfill, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Maintain the construction site in a neat and orderly manner during construction. Remove all litter, garbage, and debris that occur as a result of construction activities.
- D. Clean up any spills of oil, fuel, or other potentially hazardous substances that occur as a result of construction activities and remove any resulting contaminated soils in accordance with State and Federal guidelines.

- E. The Contractor is responsible for the safety of the public.

III. HAZARDOUS MATERIALS

The junk vehicles should have previously had the fluids, batteries, and tires removed. It is the sole responsibility of the Contractor to inspect each vehicle to verify that all hazardous material has been removed. In the event that the Contractor encounters any of the above items on any junk vehicle or portion thereof, the vehicle or item shall be set aside and the City notified so that the fluids, batteries, and/or tires can be removed. If removal of the item(s) is prohibitive, the City may elect to keep the vehicle and will direct the Contractor to stockpile said vehicle in or near the scrap metal pile. The cost of setting these vehicles aside shall be included in the overall unit prices bid by the Contractor for removal of junk vehicles and shall not be paid for by the City.

IV. EXECUTION

The Landfill currently has miscellaneous scrap metal materials as well as non-metal debris. The Contractor shall remove and load all metal materials having an individual weight in excess of ten (10) pounds. The remaining non-metal materials shall be hauled to the designated Landfill stockpile by the Contractor for proper disposal. All non-metal debris shall be removed from the scrap metal area by the Contractor. The cost of removing this non-metal material shall be included in the overall unit prices bid by the Contractor for removal of scrap metal and shall not be paid for by the City.

V. 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 City 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 Department of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, and Local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirement 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, and 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 related to the junk vehicle and scrap metal disposal. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.

VI. LICENSE REQUIREMENTS

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 in order to perform public work in the State of Alaska. Contractor License and Business License numbers shall be inserted in the appropriate place on the Quote form. Evidence of subcontractor compliance with the above shall be submitted to the City before starting subcontract work under the Agreement.

VII. INSURANCE

1. Contractor agrees to furnish the City, before commencing any Physical Work 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.
2. The Contractor shall carry and maintain, 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.
3. 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.
4. The Contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

5. 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.
6. All insurance policies as described above 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.
7. If the Contractor employs second tier 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 that comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
8. 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.
9. 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.
10. The Contractor and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation".
11. 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; 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.

VIII. TIME OF COMPLETION

The Contractor is allowed one-hundred and eighty (180) consecutive calendar days for final completion of this project.

IX. MEASUREMENT AND PAYMENT

A. JUNK VEHICLES

1. Measurement: Measurement for Junk Vehicle removal shall be per each, and shall include full payment for removal and loading of the vehicle. A junk vehicle requires a chassis to count as a pay item, i.e. an axle or engine alone will not count as a separate pay item.

2. Basis of Payment: Payment will be made under the following Units:

ITEM	UNIT
Vehicle Disposal	each

B. SCRAP METAL

1. Measurement: Measurement of Scrap Metal removal shall be by the ton. A ton is defined as 2,000 pounds. The Contractor shall weigh each truck using the City Landfill Scales and shall keep all tickets to be turned in for payment with each monthly pay estimate. Trucks shall be measured prior to loading each load of scrap metal and then again once fully loaded with scrap metal. The difference in weights shall be the payment in tons for scrap metal removed.

2. Basis of Payment: Payment will be made under the following Units:

ITEM	UNIT
Scrap Metal Disposal	per ton

X. APPLICATION FOR PROGRESS PAYMENT

The Contractor shall submit to the City for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Agreement. Progress payments will be made as the Work progresses on a monthly basis or twice a month when requested by the Contractor, but only when the approved invoice exceeds \$10,000.00.

QUOTE PROPOSAL

City of Unalaska
Annual Junk Vehicle and Scrap Metal Removal

ITEM NO.	EST. QUANT.	DESCRIPTION (Write Unit Bid Price in Words)	UNIT PRICE	TOTAL PRICE
X. A.	200 each	Junk Vehicle Disposal _____ per each		
X. B.	1,000 Tons	Scrap Metal Disposal _____ Per ton		

Total Price Quote _____

Total Price Quote (in words): _____

Company Name: _____

Name (Printed): _____

Signature: _____ Date: _____

Contractor's License No.:- _____ Business License No. _____

EXHIBIT "A"

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2014, by and between the **City of Unalaska** (hereinafter-called OWNER) and _____, (hereinafter-called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. THE WORK

1.1 **CONTRACTOR** shall complete all work as specified or indicated in the Request for Quotes dated _____. The work is generally described as follows:

The Work shall include but not be limited to the following: furnishing all labor, tools, equipment, and materials, and performing all operations in connection with the **City of Unalaska Solid Waste Landfill Annual Junk Vehicle and Scrap Metal Removal Project**.

1.2 Project information is as follows:

Project Location: City of Unalaska Solid Waste Landfill, 1181 Summer Bay Road, Unalaska
Owner: City of Unalaska, Department of Public Utilities

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

- Agreement
- Proposal Quote Dated _____
- Request for Proposals Dated _____
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto

1.4 The following items generally describe the scope, terms, and conditions of the Work:

1.4.1 Contractor shall provide all excavators, dozers, cranes, loaders, backhoes, trucks, tug(s), barge(s), and other equipment required to remove and load junk vehicles and scrap metal from the Landfill. **A complete list of the required equipment is attached as Appendix "B" to this RFQ.** The City makes no representation as to the exact quantity of junk vehicles and scrap metal located at that site. The City estimates there are approximately 200 junk vehicles and approximately 1,000 tons of scrap metal. **Note: The scrap metal contains numerous lifts of dirt in between each layer of scrap metal.** The lifts of dirt are estimated to be between three (3) to five (5) feet thick. The Contractor is responsible to remove the lifts of dirt and include the cost of removing this dirt in the unit price bid for removal of scrap metal. The weight of dirt removed shall not be paid for as scrap metal removed. The dirt is to be taken to a designated area in the Landfill by the Contractor and stockpiled. The Contractor shall independently estimate the quantities of junk vehicles, lifts of dirt, and scrap metal available for removal and loading. The City is not responsible for estimating the quantities. Unit prices will not be adjusted for quantities above or below the estimated amount. The Contractor shall be paid only for the quantities actually

removed from the Landfill. The City is not responsible for providing a minimum or maximum quantity to the Contractor. **Note: The Contractor shall NOT pick and choose between different materials to remove and load. The Contractor shall remove and load of all designated material, regardless of its constituency.**

- 1.4.2 All work shall be performed in conformance with applicable Local, State, and Federal rules and regulations.
- 1.4.3 Off-Island disposal location and costs are the responsibility of Contractor.
- 1.4.4 Contractor shall remove and load all junk vehicles and scrap metal.
- 1.4.5 Contractor will receive any revenues from its subsequent sale of scrap metals and junk vehicles.
- 1.4.6 Contractor is responsible for all materials once they are loaded for transport, thereby ending any liability for the City of Unalaska.
- 1.4.7 **Contractor is responsible for securing a barge-landing site and loading area. All terms and conditions required to secure the barge landing site and loading area are the sole responsibility of Contractor.**
- 1.4.8 The Contractor shall thoroughly clean and restore all work areas to the satisfaction of the City prior to receiving final payment.

1.5 CONTRACTOR USE OF PREMISES

- 1.5.1 General: During the work period, the Contractor shall have limited use of the premises for work operations. The Contractor's use of the premises is limited by the Owner's right to continue Landfill operations during the work period.
- 1.5.2 Use of the Site: Limit use of the premises to work in areas where junk vehicles and scrap metals are being collected. Confine operations to areas indicated. Do not disturb portions of the site beyond the areas in which the Work is described.
 - A. Owner Occupancy: The Owner will periodically occupy the premises for construction, operations, and maintenance.
 - B. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, other contractors performing work at the Landfill, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 1.5.3 Maintain the work site in a neat and orderly manner during the work. Remove all litter, garbage, and debris that occur as a result of work activities.
- 1.5.4 Clean up any spills of oil, fuel, or other potentially hazardous substances that occur as a result of work activities and remove any resulting contaminated soils in accordance with State and Federal guidelines.
- 1.5.5 The Contractor is responsible for the safety of the public.

1.6 HAZARDOUS MATERIALS

1.6.1 The junk vehicles should have previously had the fluids, batteries, and tires removed. It is the sole responsibility of the Contractor to inspect each vehicle to verify that all hazardous material has been removed. In the event that the Contractor encounters any of the above items on any junk vehicle or portion thereof, the vehicle or item shall be set aside and the Owner notified so that the fluids, batteries, and/or tires can be removed. If removal of the item(s) is prohibitive, the Owner may elect to keep the vehicle and will direct the Contractor to stockpile said vehicle. The cost of setting these vehicles aside shall be included in the overall unit prices bid by the Contractor for removal of junk vehicles and shall not be paid for by the City.

1.7 EXECUTION

1.7.1 **SCRAP METALS.** The Landfill currently has miscellaneous scrap metal materials as well as non-metal debris. The Contractor shall load, remove, and dispose of all metal materials having an individual weight in excess of ten (10) pounds. The remaining non-metal materials shall be hauled to the designated stockpile by the Contractor for proper disposal. All non-metal debris shall be removed from the scrap metal area by the Contractor. The cost of removing and relocating this non-metal material shall be included in the overall unit prices bid by the Contractor for removal of scrap metal and shall not be paid for by the City.

1.7.2 **JUNK VEHICLES.** The junk vehicles have had their fluids drained and batteries removed. They have been flattened and stacked for interim storage. All junk vehicles located in and around the Landfill area shall be hauled off for proper disposal.

1.8 SAFETY

1.8.1 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 not limited to normal working hours.

1.8.2 Safety provisions shall conform to Federal and State Department of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, and Local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirement shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

1.8.3 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.

1.8.4 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.

1.8.5 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.

- 1.8.6 Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations related to the junk vehicle and scrap metal disposal. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.

1.9 LICENSE REQUIREMENTS

- 1.9.1 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 in order to perform public work in the State of Alaska. A City of Unalaska Business License is required as well. Evidence of subcontractor compliance with the above shall be submitted to the City before starting subcontract work on City Agreements.

1.10 INSURANCE

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 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.
- 1.10.4 The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- 1.10.5 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.

- 1.10.6 All insurance policies as described above 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.
- 1.10.7 If the contractor employs second tier 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 that comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
- 1.10.8 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.
- 1.10.9 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.

1.11 INDEMNIFICATION:

- 1.11.1 The CONTRACTOR and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation".
- 1.11.2 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 construction of 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 2. CONTRACT TIME

- 2.1 The CONTRACTOR is allowed ____ **calendar days** from the date indicated in the Notice to Proceed for final completion of this project. The Notice to Proceed effective date shall be the execution date of the Agreement.
- 2.2 At the discretion of the CITY and upon mutual written consent of the parties, this Agreement may be renewed on an annual basis for a total contract period of up to ten (10) years. The CONTRACTOR shall be allowed to update its pricing after the Agreement has been **renewed** four times, that is, updated pricing shall apply in year six of the Agreement upon the mutual written consent of the parties.

Article 3. CONTRACT PRICE

3.1 JUNK VEHICLE REMOVAL:

- 3.1.1 Measurement: Measurement for the **JUNK VEHICLE REMOVAL** shall be per each and include all work listed in the Agreement.

ITEM NO.	EST. QUANT.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
X.A	200	Junk Vehicle Removal	_____	_____

3.2 SCRAP METAL REMOVAL:

3.2.1 Measurement: Measurement for the **SCRAP METAL REMOVAL** shall be per ton and include all work listed in the Agreement

ITEM NO.	EST. QUANT.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
X.B	1,000	Scrap Metal Removal	_____	_____

Article 4. PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit Applications for Payment in accordance with City Standards. Applications for Payment will be processed by the OWNER as provided below:

4.1.1 Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. 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.

4.1.2 Final Payment. Upon final completion and acceptance of the work, the OWNER shall pay the remainder of the Contract Price.

4.1.3 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.

Article 5. INTEREST ON RETAINAGE (Not Used)

Article 6. CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

6.1.1 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.

Article 7. MISCELLANEOUS

7.1 The Contractor shall provide the Owner with a Certificate of Insurance meeting City requirements, which are available upon request. The CONTRACTOR shall submit the Certificate of Insurance and City of Unalaska business license prior to commencement of the Work. All Work shall be performed in accordance with the Laborers' and Mechanics' Minimum Rates of Pay as required by Title 36 AS 36.05 & AS 36.10 published by the Alaska Department of Labor.

7.2 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.

7.3 OWNER and 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 OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and - CONTRACTOR.

This Agreement will be effective on _____, 2014.

CITY OF UNALASKA

CONTRACTOR

By _____ By _____
Chris Hladick, City Manager _____

Attest _____

Attest _____

Address for giving notices:
PO Box 610
Unalaska, Alaska 99685

Address for giving notices:

EXHIBIT "B" – EQUIPMENT LIST

City of Unalaska Annual Junk Vehicle and Scrap Metal Removal

1. Sierra Logger Bailer 6000 or Equivalent
2. Cat 245 Excavator with Grapple and Ripper Tooth or Equivalent
3. Yanmar Excavator (VIO 70) or Equivalent
4. Kubota Tractor or Equivalent
5. Auto/Car Road Tractor
6. 3 each, Forklift
7. 40" End Dump Trailer
8. 40' Flatbed
9. Copper Stripping Machine
10. Magnet Machine
11. Welder, Air Compressor, and Generator
12. Tug & Barge or other means of Off-Island transport upon which the removed items will be loaded.