

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. _____