



**REQUEST FOR QUOTES
SHIPPING OF BULK SCRAP METAL & JUNK VEHICLES
Unalaska, AK to Seattle, WA**

Date: November 3, 2014

The City of Unalaska, Department of Public Utilities, requests quotes from qualified Contractors for one time barge service for the shipment of approximately 4,000 tons of bulk scrap metal and junk vehicles from the City of Unalaska Landfill to Seattle Iron and Metal, located at the Port of Seattle, State of Washington.

Quotes will be received until 2:00 p.m. on Tuesday, November 18, 2014, at the Office of the City Clerk, 43 Raven Way, P. O. Box 610, Unalaska, Alaska, 99685. Quotes received later than the date and time specified may not be considered.

I. THE WORK

Contractor shall complete all work as specified or indicated in this Request for Quotes. The work is generally described as follows:

The work will include furnishing all equipment and manpower to secure and transport approximately 4,000 tons of scrap metals and junk vehicles staged at the City of Unalaska Landfill, 1181 Summer Bay Road, in Unalaska, Alaska, to Seattle Iron and Metal, located at the Port of Seattle, State of Washington. R.L. Moore Metal Recycling is the owner of the scrap metals and junk vehicles and will be responsible for the loading of the scrap metals and junk vehicles onto the Contractor's barge at the City of Unalaska Landfill.

II. GENERAL PROVISIONS

- A.** All work shall be subject to review and acceptance by the R.L Moore Metal Recycling or his designated representative, who shall evaluate the Contractor's work for compliance with the Agreement. The R.L Moore Recycling 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 scrap metal and junk vehicles are the sole property of R.L. Moore Metal Recycling. The revenue from the sale of the scrap metal and junk vehicles will be the sole property of R.L. Moore Metal Recycling. R.L. Moore Metal Recycling will be responsible for loading the scrap metal and junk vehicles on to the barge in Unalaska, Alaska.

- C. The purchaser of the scrap metal and junk vehicles will be responsible for unloading the barge at the Seattle Port.

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 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.

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 subcontractors 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. 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 June 1, 2015.

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

The Contractor will provide a payment schedule. All Application for Payment will be sent to the City of Unalaska, Department of Public Utilities, P.O. Box 610 Unalaska, Alaska 99685, for payment.

X. QUALIFICATIONS

The Contractor shall have bulk transport experience with sailings consisting of similar scope of work and contract amount as this Agreement. Upon request, the Contractor shall submit a list of successfully completed shipments with the Request for Quotes, as well as contact names and numbers for the Owners of the work completed.

XI. REQUIREMENTS

The Contractor shall comply with all Alaska Department of Labor regulations including requirements to pay minimum wage rates as defined in AS 36.05 and AS 36.10. The Contractor shall comply with AS 36.10, as amended, which provides for preferential employment of Alaska residents.

QUOTE
TO: CITY OF UNALASKA
FOR: SHIPPING OF BULK SCRAP METAL & JUNK VEHICLES
Unalaska, AK to Seattle, WA

Contractor to Fill in and Submit to City

Quoting Contractor: _____

Contact Person: _____

Mailing Address: _____

Telephone: _____ Email: _____

QUOTE

Maximum tonnage on Contractor's barge: _____

Total Flat Rate Barge Price Quote: \$ _____

Total Flat Rate Barge Price Quote (in words): _____

Signature: _____

Date: _____

Printed Name: _____

State License # _____

City Business License # _____