

October 2, 2017
REQUEST FOR QUOTES
CITY OF UNALASKA SOLID WASTE LANDFILL
BAGGED NET AND LINE REMOVAL & DISPOSAL PROJECT

The City of Unalaska, Department of Public Utilities, is requesting quotes for the loading and disposal of Bagged Net and Line from the City of Unalaska Solid Waste Landfill. Off-Island disposal of the Bagged Net and Line shall be the sole responsibility of the Contractor. A copy of the form of Agreement to perform the Work is attached as Exhibit "A".

Quotes will only be accepted if submitted using the Quote Proposal form included in this Request for Quotes. Quotes will be received through **2:00 p.m. on Tuesday, November 7, 2017**, 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 **Bagged Net and Line Removal & Disposal Project**. Net and line are located at the Unalaska Solid Waste Landfill. Disposal of the net and line shall be the sole responsibility of the Contractor and **shall not** be disposed of on Unalaska or Amaknak Islands but rather **shall be** legally disposed of by the Contractor completely outside of the entirety of the City of Unalaska.

Project Location: Unalaska Solid Waste Landfill, 1181 Summer Bay Road
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 bagged net and line from the Landfill. The City makes no representation as to the exact quantity of net and line located at the site, however, the City estimates there is approximately 580 tons of net and line. The Contractor shall independently estimate the quantities of net and line available for removal and loading for disposal. 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 net and line.
- E. Contractor will receive any revenues from the sale of the removed net and line.
- F. Contractor is responsible for all materials once they are loaded for transport, thereby ending any liability for the City of Unalaska.

- G. If applicable, 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 Work 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: The Contractor shall limit use of the premises to perform the Work in areas where net and line is collected. The site shall not be used as a staging area for materials collected and/or transported from offsite. The Contractor must confine operations to areas indicated. The Contractor must 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: The Contractor must 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. The Contractor must schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. The Contractor shall maintain the Work site in a neat and orderly manner, and daily remove all litter, garbage and debris that occur as a result of construction activities.
- D. The Contractor shall 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.

III. SAFETY

- A. The Contractor is responsible for the safety of the public. 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 Work 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 net and line disposal. Barricades, lanterns and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.

IV. 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.

V. INSURANCE

- A. 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 coverages, including contractual liability, specified.
- B. 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.
- C. Prior to Commencement of the Work, the Contractor shall furnish certificates to the City of Unalaska 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. 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 Shelves 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 vessel 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.

- 2. 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.
- 3. 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.
- 4. 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 that comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
- 5. 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.
- 6. 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.

7. The Contractor and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation".
8. 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.

VI. TIME OF COMPLETION

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

VII. MEASUREMENT AND PAYMENT

A. BAGGED NET AND LINE

1. Measurement: Measurement of bagged net and line removal and disposal 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 weighed prior to loading and then again once loaded with Net and Line. The difference in weights shall be the payment in tons for that load of Net and Line removed.
2. Basis of Payment: Payment will be made under the following Units:

ITEM	UNIT
Bagged Net and Line Removal & Disposal	Per Ton

VIII. APPLICATION FOR PROGRESS PAYMENT

The Contractor shall submit to the City for review the City's form of 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 Landfill Scale Tickets and other 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.

Dated this 2nd Day of October, 2017.

Dan Winters, Public Utilities Director

QUOTE PROPOSAL FORM
 City of Unalaska
 Bagged Net and Line Removal & Disposal Project

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (Write Unit Bid Price in Words)	UNIT PRICE	TOTAL PRICE
X.A.	_____	Bagged Net and Line Removal & Disposal _____ Per Ton		

Total Price Quote: _____

Total Price Quote (in words): _____

Company Name: _____

Name and Title (Printed): _____

Signature: _____

Date: _____

Alaska Contractor's License No. _____ Alaska 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 2017, by and between the City of Unalaska (hereinafter-called **City**) and _____, hereinafter called **Contractor**).

The City 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 October 1, 2017. 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 Bagged Net and Line Removal & Disposal Project**.

1.2. Project information is as follows:

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

1.3. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consists of the following:

- Agreement
- Proposal Quote Dated _____
- Request for Proposals Dated October 1, 2017
- 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 for disposal Bagged Net and Line from the Landfill. The City makes no representation as to the exact quantity of Net and Line located at that site. The City estimates there are approximately 580 tons of Bagged Net and Line. The Contractor shall independently estimate the quantities of Bagged Net and Line available for removal and loading for disposal. 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 items to remove and load. The Contractor shall remove, load and dispose 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. The Contractor shall remove and load for disposal all Net and Line, thereby ending any liability for the City of Unalaska.
- 1.4.5. Contractor will receive any revenues from its subsequent sale of Net and Line.
- 1.4.7. If applicable, 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 City'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 Net and Line is 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 City 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 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.
- 1.5.3. Maintain the work site in a neat and orderly manner during the work. Daily 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.

1.6. EXECUTION

- 1.6.1. **NET AND LINE.** The Landfill has accumulated a large quantity of net and line which have been cut up and bagged in 1 cubic yard super sacks. The Contractor shall remove and properly dispose of all net and line.

1.7. SAFETY

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

- 1.7.2. 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. The Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
- 1.7.3. 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.
- 1.7.4. The City'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.
- 1.7.5. As part of safety program, the 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. The Contractor shall establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- 1.7.6. Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations related to the Net and Line disposal. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.

1.8. 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. 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.

1.9 INSURANCE

- 1.9.1. 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 coverages, including contractual liability, specified.
- 1.9.2. 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.

- 1.9.3. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska 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.
- 1.9.4. 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 Shelves 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.

- 1.9.5. 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.
- 1.9.6. 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.
- 1.9.7. 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 that comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.

- 1.9.8. 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.
- 1.9.9. 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.

1.10 INDEMNIFICATION:

- 1.10.1. The Contractor and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation".
- 1.10.2. 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 180 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.

Article 3. CONTRACT PRICE

3.1. BAGGED NET AND LINE REMOVAL & DISPOSAL:

- 3.1.1. Measurement: Measurement for the Bagged Net and Line Removal & Disposal shall be per ton and include all work listed in the Request for Quotes dated October 1, 2017, and this Agreement. 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 weighed prior to loading each load of Net and Line and then again once fully loaded with Net and Line. The difference in weights shall be the payment in tons for Net and Line removed.
- 3.1.2. The price per ton of net and line removed from the Solid Waste Landfill and disposed of legally by the Contractor shall be _____.

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 City as provided below:
 - 4.1.1. Progress Payments. The City shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment. All progress payments will be on the basis of the progress of the work measured by Landfill scale tickets.

- 4.1.2. Final Payment. Upon final completion and acceptance of the work, the City 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 City to enter into this agreement, the Contractor makes the following representations:

- 6.1.1. The 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.

CONTRACTOR

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

By: _____
_____, Acting City Manager

State of Alaska)
) ss.
Municipality of _____)

State of Alaska)
) ss.
Municipality of Unalaska)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2017, by _____, the _____ of _____, a _____ Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ____ day of _____, 2017, by _____, Acting City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission Expires: _____

Notary Public, State of Alaska
My Commission Expires: _____