

**CITY OF PALMER
ACTION MEMORANDUM NO. 11-061**

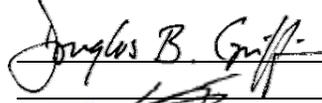
Subject: Authorize the City Manager to Award and Execute a Contract for Snow Hauling to Eagle View Excavation, Inc. in the amount of \$69.00 per Hour for Truck and Operator

Agenda of: December 13, 2011

Council Action: Authorized _____

Approved for presentation by:

City Manager
City Attorney
City Clerk



Certification of Funds:

Total amount of funds listed in legislation: \$ 13,723.13

This legislation (√):

_____ Has no fiscal impact

X Funds are budgeted from this (these) line item(s): ➤ 01-17-40-6030

_____ Funds are not budgeted. Budget modification is required. Affected line item(s):

Unrestricted/undesignated fund balance (after budget modification) \$ _____

Director of Finance signature certifying funds: _____

Attachment(s):

- Bid Documents

Summary statement: The City annually contracts the snow hauling within the City limits. The contractor furnishes all materials, equipment, insurance and labor necessary to provide snow hauling which includes trucks and operators "on call" for the period of the effective date of the contract through May 2012. The trucks are rated for hauling eleven (11) yards minimum and the contractor may need to supply as many as eight (8) or more trucks and operators per call out. This contract has two one-year renewal options.

The city received three (3) bids which were opened on November 3, 2011 at 2:00 PM. The results are as follows:

| <i>Company</i> | <i>Per Hour Truck & Operator</i> |
|-----------------------------|--------------------------------------|
| Eagle View Excavation, Inc. | \$ 69.00 |
| Alasco Trucking | \$ 76.45 |
| Dirtworks, Inc. | \$ 75.00 |

The previous contract was awarded at \$69.50 per hour for truck and operator.

The City recommends awarding the contract to Eagle View Excavation, Inc. at \$69.00 per hourly rate for truck and operator.

Administration recommendation: Approve action memorandum 11-061.

BIDDING DOCUMENTS FOR

SNOW HAULING TRUCKS AND DRIVERS “ON-CALL”

FOR THE 2011-2012 WINTER SEASON

ITB 11-03PW



Bid Opening: November 3, 2011, 2:00 PM

City of Palmer

231 W. Evergreen Avenue, Palmer, Alaska 99645 (907) 745-3400

Contact: Thomas Cohenour, Public Works Director, Phone (907) 745-3400

Email: tcohenour@palmerak.org

October 20, 2011



**CITY OF PALMER
DEPARTMENT OF PUBLIC WORKS**

**INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT**
(per PMC 3.21)

| | |
|--|---|
| Project Name & No.: <u>Snow Hauling</u> <u>Trucks and Drivers "On Call" 11-03PW</u> Location: <u>Various streets within the City of Palmer limits.</u> <u>Palmer, AK 99645</u> | Procurement Agency and Address: <u>Department of Public Works</u> <u>1316-A S. Bonanza Street</u> <u>Palmer, AK 99645</u> <u>Ph (907) 745-3400 Fax (907) 745-3203</u> |
| Purchasing Officer: <u>Douglas B. Griffin, City Manager</u> Project Manager: <u>Thomas Cohenour, Director Public Works</u> | Date of Issuance: <p align="center">October 20, 2011</p> |
| DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: <p>Furnish all materials, equipment, and labor necessary to provide SNOW HAULING including Trucks and Drivers "On Call" for the 2011-2012 winter season.</p> <p>Consists of the following: Instructions, Quote Submittal, General Conditions, Insurance Requirements, Bid Specifications, Sample Contract.</p> | |
| The Project cost estimate is: <input type="checkbox"/> under \$ 2,000 <input type="checkbox"/> \$ 2,000 - \$ 15,000 <input checked="" type="checkbox"/> \$ 15,000 - \$ 50,000 * * Quotes in excess of \$100,000 will be deemed non-responsive. | |
| Davis-Bacon Wages (Title 36.05): are <input type="checkbox"/> are not <input checked="" type="checkbox"/> required on this project. | |
| The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile | |
| Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for Consideration, quotes must be received before <u>2:00 p.m.</u> local time on the <u>3rd</u> day of <u>November, 2011</u> . Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Title: <u>Thomas Cohenour, Director Public Works</u> , at: <u>Department of Public Works</u> <u>1316-A S. Bonanza Street, Palmer, AK 99645</u> , Telephone: <u>(907) 745-3400</u> ; Fax: <u>(907) 745-3203</u> | |
| Applicable provisions of AS 36.30 and PMC 3.21 govern this solicitation. | |
| SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote. | |
| <input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. | |
| <input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM CP/PW 1002, QUOTE SUBMITTAL, ATTACHED. | |
| Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows: | |
| Quote for Project: Name: _____ Number: _____ Attn: _____ | Procurement Agency Address: <u>City of Palmer, Department of Public Works</u> <u>1316-A S. Bonanza Street</u> <u>Palmer, AK 99645</u> |
| Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal. | |



**CITY OF PALMER
DEPARTMENT OF PUBLIC WORKS**

**INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
INSTRUCTIONS**

The City of Palmer desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the Project Manager for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the project manager named on page one of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The City of Palmer will enter this information on the quote schedule.
2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form CP/PW 1002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The *Department of Labor* requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the City of Palmer determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the City of Palmer. Subcontractors may be added or removed only as approved by the City of Palmer.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the project manager will compare the quotes and determine the lowest Offeror. If the project manager discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the project manager will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the City of Palmer.

The procurement Agency will make a determination of **responsibility** per PMC 3.21. If the lowest Offeror is declared responsible, the City of Palmer will execute the *Notice of Award*, Form CP/PW 1003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsive, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000. All protests must be filed with the Project Manager (or designee) and copied to the Purchasing Officer. Protest procedures are described in PMC 3.21. The extent of the protest remedy is limited to quote preparation cost.



CITY OF PALMER
DEPARTMENT OF PUBLIC WORKS
SMALL PROCUREMENT QUOTE SUBMITTAL
(per PMC 3.21)

| | |
|--|---|
| Project Name & No.: <u>Snow Hauling</u> <u>Trucks & Drivers "On Call" 11-03PW</u> Location: <u>Various Streets within the City of Palmer limits</u> <u>Palmer, AK 99645</u> | Procurement Agency and Address: <u>Dept. of Public Works</u> <u>1316-A S. Bonanza Street</u> <u>Palmer, AK 99645</u> <u>Phone (907) 745-3400</u> <u>Fax (907) 745-3203</u> |
| Contact Persons: <u>Thomas Cohenour</u> <u>1316-A S. Bonanza Street</u> <u>Palmer, AK 99645</u> <u>(907)745-3400</u> | Date of Issuance: <u>October 20, 2011</u> Bid is Due: <u>November 3, 2011</u> <p style="text-align: center;">at 2:00 p.m.</p> |

QUOTE: Offerors must read all attachments to this schedule.

Bids will be opened at City of Palmer Council Chambers located at 231 West Evergreen Avenue, Palmer, Alaska 99645.

Furnish all materials, equipment, insurance and labor necessary to provide SNOW HAULING including Trucks and Drivers "On Call" for the 2011-2012 winter season per the attached specifications.

Bid per Hourly Charge for One Truck with Driver: \$_____.

I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for this quote. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.

Contractor _____ Contractor Reg. No. _____

Authorized Signature _____ Title _____

Address: _____

Cell # _____ Phone # _____

Business License # _____ EIN or SSN _____ Fax # _____

.....

City of Palmer Official: _____

Date of Receipt of Bid: _____



CITY OF PALMER DEPARTMENT OF PUBLIC WORKS

GENERAL CONDITIONS [PMC 3.21]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
 - **Award** - means the written acceptance of the lowest responsive and responsible quote by the City of Palmer.
 - **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form CP/PW-1001 (with Instructions - if issued), any addenda, written changes, or attachments as noted in the description of the Work.
 - **Purchasing Officer** - the person authorized to enter into and administer the contract on behalf of the City of Palmer.
 - **Parties to the Contract** - includes the City of Palmer, and the Contractor, being the entity contracting with the City of Palmer for performance of the Work.
 - **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
 - **Project Manager** - the Purchasing Officer's authorized representative, responsible for Contract Administration.
 - **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
1. The Purchasing Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the Contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the City of Palmer.
 2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and City resources.
 3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Purchasing Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the City of Palmer).
 4. The Contractor shall not award Work to any subcontractor without prior Approval from the Purchasing Officer.
 5. The City of Palmer reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
 6. Any act or occurrence be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Project Manager.
 7. The Contractor shall indemnify, save harmless, and defend the City of Palmer, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.

8. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under PMC 3.21.300.
9. The Contractor whose Bid is accepted shall execute the Contract and furnish the required bonding and insurance within ten (10) working days after Notice of Award of the Contract is issued. The Contract shall be considered executed by the successful Bidder when three (3) copies of the contract, signed by an authorized representative of the contractor, the bond and required insurance are received by the Purchasing Officer. Failure or neglect of the Contractor to execute the Contract within the time specified by result in a forfeiture of the Bid Guarantee and award of the Contract to the next lowest Bidder.

APPENDIX B¹ **INDEMNITY AND INSURANCE**

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the City of Palmer for a claim of, or liability for, the independent negligence of the City of Palmer. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City of Palmer, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City of Palmer", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City of Palmer's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the city shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Project Manager prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the City.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000, combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000, combined single limit per occurrence.



**BID SPECIFICATIONS
SNOW HAULING
Trucks and Drivers "On Call"
11-03PW**

Requirements:

1. The Contract performance period shall be from the date the agreement is signed through May 31, 2012, with an option to renew for two additional one year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract.
2. Must possess current valid State of Alaska Class A Commercial Driver's License as required by State law. Must possess all state, federal and local licenses. Proposer is responsible for meeting all state, federal and local laws.
3. Trucks must be rated for hauling eleven (11) yards minimum and the City may require as many as eight (8) trucks or more.
4. Trucks must be equipped with snowboards and 360° rotation yellow beacon. All equipment must meet pertinent federal and state safety standards. Operators shall comply with Federal Motor Carrier Safety Regulations Part 395.3
5. Must provide a copy of liability insurance with the City of Palmer named as additional insured. Minimum insurance coverage requirement is \$1,000,000 Combined Single Limit (CSL) see form General Conditions, page 2 of 2 for details.
6. There shall be NO Subcontracting.
7. The successful bidder will furnish a list to the owner of all equipment, operators, and all maintenance for equipment used.
8. Payment by the City is to be made upon receipt of invoice at the end of each month. Specific dates and number of vehicles shall be submitted with the monthly invoice.
9. Non-work Performance Deduction: Deductions shall be made for failure to respond in a timely manner to snow removal services. This item is subject to evaluation by the Director with an equitable deduction determined as follows: The City will haul at the rate of \$100.00 per hour. This includes operator and truck. A charge back will be made on the next contract invoice.
 - The City reserves the right to reject any equipment based upon condition of equipment or operator and may request the immediate removal of equipment or operator for cause. Removal of operator for cause shall include, but not be limited to the following carelessness or negligence in the performance of duties, unexcused absences, incompetence, insubordination, failure to work, dishonesty, bad temper use of alcoholic beverages, use of narcotics, use of illegal drugs, perverted behavior, or an employee whose actions have generated complaints from the public.
10. Termination (See Section 8 of the contract). The City reserves the right to terminate the contract for any of (but not limited to) the following reasons:

- Failure to provide equipment that meets pertinent federal and state safety standards.
 - Failure to perform contractually required services as specified within the contract or directed by the Contract Administrator.
 - Failure to provide equipment acceptable to the Contract Administrator by not meeting the minimum requirements listed within the bid proposal and this specification.
14. In the event of non-performance on the part of the proposer, the Director reserves the right to negotiate for the snow hauling and drivers in the open market.

MAINTENANCE AGREEMENT

BETWEEN CITY OF PALMER AND CONTRACTOR

THIS Agreement made and entered into this _____ day of _____, 2011, by and between the City of Palmer, an Alaska municipal corporation (City), and _____ (Contractor).

SECTION 1. WORK. The Contractor will do all work described in the attached Bid Specifications. The work is summarily described as: To furnish all materials equipment, insurance and labor necessary to provide Snow Hauling including Trucks and Drivers "on Call".

SECTION 2. EFFECTIVE DATE/TERM. The Term of this Agreement shall be effective upon execution by both parties and shall continue through May 31, 2012 with an option to renew for two additional one year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract.

SECTION 3. PAYMENT/METHOD OF PAYMENT. The City shall pay the Contractor **\$ _____ per hour for truck and driver** for the work specified in Section 1 of this Agreement. The Contractor shall bill the City monthly. Payments shall be made to the Contractor within thirty (30) calendar days after the Public Works Director receives and approves the invoice.

SECTION 4. RELATIONSHIP OF THE PARTIES. The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 5. ASSIGNMENTS AND SUBCONTRACTORS.

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any such assignment shall be subject to all rights of the City, to include without limitation, those rights of the City set out in Section 21 below.
- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 6. WARRANTY. The Contractor expressly warrants that all materials used will be of the best quality locally available and all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship

(Contractor).
Snow Hauling Agreement

supplied to the City and shall undertake to correct workmanship or defect in materials found by the Public Works Director.

SECTION 7. DUTY OF DEFENSE AND INDEMNIFICATION.

- A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including without limitation, costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims or any character resulting from injuries, death, economic loss, damages, violation of law (to include without limitation, statutes, ordinances, constitutions or other laws, rules or regulations), contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising out of or connected with in any way, directly or indirectly, Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 8. TERMINATION FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The Public Works Director or designee shall determine whether work completed is satisfactory.

SECTION 9. TERMINATION FOR CONVENIENCE OF THE CITY. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Public Works Director or designee as of the date termination is effective.

SECTION 10. MODIFICATIONS. The City may, from time to time, require modifications in the Scope of Work of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this

*(Contractor).
Snow Hauling Agreement*

Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

SECTION 11. NON-DESCRIMINATION. The Contractor and all persons acting on its behalf, agrees that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

SECTION 12. COMPLIANCE WITH LAWS. Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Contractor of an applicable law shall constitute an event of default under this Agreement and the Contractor shall be liable for and hold the City harmless and defend the City from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City as a result of the violation.

Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

SECTION 13. NON-WAIVER. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

SECTION 14. SEVERABILITY. If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 15. RULE OF INTERPRETATION. This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 16. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by registered or certified mail to the following address:

City: City of Palmer
Douglas B. Griffin, City Manager
231 W. Evergreen Avenue
Palmer, AK 99645

Contractor: _____

SECTION 17. INSURANCE. Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

The Contractor shall provide the following types of insurance:

(Contractor).
Snow Hauling Agreement

Workers' Compensation

Minimum Limits

\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Worker's Compensation Statutes

Statutory

Comprehensive General Liability

Minimum Limits

Bodily Injury and Property Damage Liability
Premises Operations including explosion,
Collapse and underground;
Products and Complete Operations:
Broad Form Property Damage;
Blanket Contractual:
Personal Injury
Owner's/Contractor's Protection

\$1,000,000
Combined Limit
Each Occurrence
and \$2,000,000
Aggregate

Comprehensive Automobile Liability

Minimum Limits

Bodily Injury and Property Damage,
Including all owned, hired and non-owned
automobiles

\$1,000,000
Combined Limit
per Accident

- i) Insurance policies shall name the City of Palmer as an additional insured for the purpose of the project and shall contain a waiver of subrogation against the owner.
- ii) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
- iii) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Alaska.
- iv) Consultant shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- v) In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
- vi) All required certificates and policies shall provide that coverage shall not be cancelled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.
- vii) A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to section 8.

*(Contractor).
Snow Hauling Agreement*

SECTION 18. UNDERSTANDING. The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor's choice, and is executing this Agreement of the Contractor's own free will.

SECTION 19. TITLES. The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 20. THIRD PARTIES NOT NECESSARILY TO BENEFIT. It is specifically agreed between the parties executing this Agreement it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or any other cause pursuant to the terms or provisions of this Agreement

SECTION 21. CONTRACTOR'S OBLIGATIONS TO CITY.

- A. Any Contractor in arrears on an obligation to the City, including, but not limited to tax, assessment, lease, sale, charge, fee, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears on any obligation to the City, to include without limitation, taxation, assessment, lease, charge, fee, or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, charges, fees, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

SECTION 22. ETHICAL STANDARDS. Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former city officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business.

SECTION 23. ENVIRONMENTAL SPILLS. Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC BY THE Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18 AAC 75.

(Contractor).
Snow Hauling Agreement

SECTION 24. ENTIRE AGREEMENT. The City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

CITY OF PALMER

Douglas B. Griffin, City Manager

Date

CONTRACTOR

Date

City of Palmer Funding Verification:
