City of Valdez
Snow Removal Services

October, 2018 – June, 2020

C O N T R A C T D O C U M E N T S

PUBLIC WORKS DEPARTMENT
STREET DIVISION

CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES
October, 2018 – June, 2020

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CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES

INVITATION TO BIDDERS

The City of Valdez, Public Works Department is requesting bids from qualified firms for snow removal services within the City of Valdez.

Sealed bids will be received at City of Valdez, 212 Chenega Ave., P.O. Box 307, Valdez, Alaska 99686, until 4:00 p.m., September 14, 2018 at which time they will be opened at the City Shop (602 W. Egan) and the required bid documents (page 6 item #7 of the Contract Documents) will be verified. A non-mandatory pre-bid meeting will be held at the same location, at 4:00 p.m. on September 12, 2018.

More specific information concerning the proposed services and proposal submittal guidelines are contained in the Contract Documents which may be obtained from the Public Works Department. Additional information or questions should be addressed in writing to Rob Comstock or Cindy Rymer and delivered in person to the City Shop, 602 W. Egan. (907) 835-4473.

Each respondent, prior to preparation of a bid, shall thoroughly acquaint themselves with the proposed services. Submittal of a bid is verification that the Bidder is thoroughly acquainted with site and services required. The successful bidder must demonstrate the practical and technical expertise necessary to accomplish the services.

The attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for Performance and Payment Bonds and for payment of prevailing wage do not apply. The City reserves the right to reject any and all bids and to waive any informality therein.

Bidder's Experience
All bidders will describe in detail his experience, personnel, and equipment resources. References from previous work are required.

Equipment Information
This bid price shall be submitted on the enclosed Bid Form and shall be based upon the equipment information provided on pages 14 and 15 of these documents.

Bid Evaluation
The successful bid will not be selected solely on monetary criteria. Previous records of performance of similar work and references will be used. Comparison of equipment size and condition will also be used.

Rob Comstock, Public Works Director

SNOW REMOVAL SERVICES TIMELINE

August	29, 2018	Available to Public, advertising commences
September	12, 2018	Non-Mandatory Pre-bid, 4:00pm City Shop
September	14, 2018	Bids Due 4:00pm, Public opening at City Shop
September	17 - 21, 2018	Review Period
September	25, 2018	Notice of Intent to Award
October	2, 2018	City Council Action
October	3 - 5, 2018	Contract Signing
October	8, 2018	Notice to Proceed
October	15, 2018	Contract start date

INSTRUCTIONS TO BIDDERS
BIDDERS CHECKLIST

CAUTION:

Your bid may be rejected if not properly executed. Check that the following items have been accomplished to help assure a responsive bid:

1. **Bid Form**
   a. The Bid Form has been executed and signed.
   b. Addenda are acknowledged.
2. **Alaska Business License**
   A copy of current Alaska Business License must be included with the bid, type 48-8490-00-Other Support Activities for Road Transportation
3. **City of Valdez Business Registration**
   A copy of current City of Valdez Business Registration must be included with the bid.
4. **Written** detail of personnel, experience, equipment, and references.

Your bid may be rejected if it contains an alteration or erasure, which is not initialed by the signed of the bid.

GENERAL CONDITIONS:

1. GENERAL

Bidders are requested to study and follow these instructions as to the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please take notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be accepted.

2. EXPLANATION TO BIDDERS

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.

3. CONDITIONS AT SITE OF WORK

Bidders must visit the site to ascertain pertinent local conditions such as the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

4. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If the bidder receives no addenda's, the word "None" shall be shown as specified. Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents via mail, fax or email.

5. SUBMISSION OF BIDS

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered and will be returned unopened.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

BIDS FOR CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
VALDEZ, ALASKA

6. PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change. The Bid Form will provide for quotation of price for all items. Bidders do not have to quote on all areas. Alternative bids will not be considered unless called for. Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Facsimile modifications shall not reveal the total amount of the original or revised bid. Fax modifications to 835-4900 Attn: Bid Modification for Snow Removal Services.

7. REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

a. Bid Form, with addenda acknowledged
b. Copy of current Alaska Business License 48-8490
c. Copy of current City of Valdez Business Registration
d. References
e. Bidder's qualification

8. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the beginning of the work. Contractors are urged to expedite the completion of these requirements so that award and notice to proceed with the work can be made in a timely manner. These documents must be submitted within ten (10) working days after date of Notice of Intent to Award.

a. Certificate of Insurance (naming City of Valdez as an "additional insured").
b. If a corporation, corporate acknowledgement of authority to execute bid document.
c. Copy of all state and local permits required to perform the duties of snow removal.

9. BONDING REQUIREMENTS

This is not a contract that requires bonding. No bonds will be required.

10. BIDDER'S QUALIFICATIONS

All bidders will be required to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources, and equipment available and to be used in performing the contemplated work. These statements of facts must be submitted with the bid documents or your bid will be disqualified.

11. WITHDRAWL OF BIDS

Bids may be withdrawn by written or facsimile request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Contractors bidding on multiple areas must be able to perform work in all areas simultaneously if selected for multiple areas.

13. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of City; to reject the bid of a bidder who has previously failed to perform properly, or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the City, in a position to perform the contract.

14. BID PROCEDURE

Excerpt from Valdez City Code

Section 2.80.065 Competitive Bidding

H. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

SNOW REMOVAL SERVICES
October, 2018 – June, 2020

SCOPE OF WORK

Work shall include, but is not limited to, the furnishing of all personnel, supervision, equipment, tools, and transportation necessary for the snow removal services in the areas described below. Sanding is the responsibility of the contractor. Sand size shall be no larger than 3/8-. Post season lot clean-up is a requirement that will be considered an overhead cost. Lot clean-up includes the removal of trash and other debris along with leveling. Clean-up shall take place multiple times as needed to maintain a clean appearance.

In all areas where buses operate, the bus routes are to be a priority.

AREA 1 – This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd. This area also consists of the road starting at the intersection of Mineral Creek Loop Road and Container Terminal Road Causeway, Valdez Container Dock and approaches including the roads leading to both East and West approaches.

Children are present, especially during early morning and after school. The Salcha Way area is susceptible to high winds and drifting snow. The contractor will need to be flexible and coordinate with the stevedores and Port personnel for sanding and additional plowing during barge deliveries.

AREA II – This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

This area consists of narrow residential streets with numerous driveways. Snow storage is limited to the street right-of-way and additional snow storage lots. Being a crowded residential area, children are almost always present, creating an additional cause for caution.

AREA III – This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

Snow storage lots are available on each residential street within this subdivision. Again this is a residential area where children are present, especially during early morning and late afternoon please use caution.

AREA IV – This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

This area consists of residential streets (gravel surfaces). Snow Storage is designated within the street Right-Of-Way and contractor has additional snow storage lots available. The Cummings Way Right-Of-Way has very steep embankments close to where it intersects the Richardson Highway and this area is suitable for large amounts of snow storage. Snow storage lots have been constructed with steep drop offs to allow for snow to be pushed over and into ravines. There are very few driveways but private access roads are numerous and it is a high priority to keep these entrances clear. Children may be present, especially in early morning and late afternoon-caution is advised.

Cummings Way has a 9% grade in some places and it may be susceptible to icing, high winds and drifting snow. Special conditions in this area may require additional sanding or different configurations of snow removal to keep conditions safe for driving.

Salmonberry Ski Hill consists of the entrance to and parking area for the Salmonberry Ski Hill, located at 5.1 mile of the Richardson Hwy.

AREA V – This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

This area also consists of narrow residential streets (gravel surfaces) with snow storage lots available. Driveways are numerous and a high priority as they are in all areas. Children will be present, especially in early morning and late afternoon-caution is advised.

Terminology

Throughout this document the term OWNER or CITY refers to The City of Valdez, BIDDER refers to bidder seeking contract, CONTRACTOR refers to contract awardees'.

Terms of Contract

Contract term shall span 2 snow-season years, and will contain one two-year renewal option, which may be exercised by the City of Valdez contingent on funding, and approval by the City Council. The contract, if accepted, will commence October 15, 2018, and expire June 15, 2020. Recommendation for renewal of each contract will be withheld until the Contract Administrator completes a thorough review of the preceding years' work including any complaints or letters of appreciation.

Equipment and Materials

The CONTRACTOR shall furnish all supervision, personnel, transportation, tools, and equipment necessary to complete this CONTRACT.

Contract Payments

The OWNER will pay the CONTRACTOR for the performance of this service, subject to additions and deletions by Change Order as provided in the General Conditions, the CONTRACT sum as set forth on the Bid Form. Payment will be conditioned upon satisfactory completion of the Work by the CONTRACTOR subject to the provisions of the General Conditions. Payments will only be for work done, travel time will not be paid.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Public Works Director of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. Invoices shall be submitted by the 10th of each month Fax # 835-4900. Invoices should contain the following information: Date, Weather Conditions and Snow Fall Amount, Equipment, Beginning Time & Hours. Please maintain these in the attached log and submitted with billing.

Payments may be withheld on account of:

1) If invoices are submitted later than 30 days after the end of the month in which the work was performed
2) Defective work
3) Damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors
4) Unsatisfactory prosecution of the Work
5) Failure to pay suppliers, subcontractors, or wages promptly, or
6) Failure to submit weather conditions log
7) Any other material breach of this CONTRACT by the CONTRACTOR.

Changes in the Work

The OWNER, without invalidating the CONTRACT, may order changes in the Work consisting of additions, deletions, or modifications, the CONTRACT Sum to be adjusted accordingly. A written Change Order signed by the OWNER shall authorize all such changes in the Work. Any adjustment to the CONTRACT Sum resulting from a change in the Work shall be determined by mutual agreement between the OWNER and the CONTRACTOR. Where mutual agreement cannot be reached, the value of the change will be determined by time and materials in accordance with the General Conditions.

Cancellation of Contract

See CONTRACT DOCUMENT Item #4 Termination, page 21.

Contact Name & Number

The Contractor shall provide the City with the name and phone number of any contact persons. These persons should be available on call if conditions warrant calling the contractor.

SPECIFICATIONS

The CONTRACTOR shall furnish all labor, supplies, equipment, supervision, and any other thing necessary to satisfactorily perform the work described in this CONTRACT.

A. To remove snow and ice so as to maintain all roads in safe, drivable condition and to likewise remove snow from the other portions of the areas designated in this CONTRACT in the most expedient manner allowable. Grading the snow to windrows, in the street center, shall be performed prior to the pushing of snow by a loader.

B. Depth of accumulated snow shall be **three inches and not to exceed eight inches** before snow removal operations commence. Every effort shall be made to have roadways clean and drivable before the early morning work and school traffic is present. Extreme caution is required when children are present. Contractor is required to obtain permission by the contract administrator prior to rolling when work is required outside the above parameters.

C. CONTRACTOR agrees to accept responsibility for all citizens' complaints and to resolve these matters in an expedient manner. **CONTRACTOR ALSO ACCEPTS RESPONSIBILITY FOR ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY.**

E. All street corners shall be maintained to allow proper visibility for safe driving.

F. FIRE HYDRANTS, if present in the area, shall be cleared out on either side of the hydrant. The front of each hydrant shall be kept clear and level with the adjoining roadway.

G. ICE, either caused by rain, packed snow, or any other source, must be removed and/or scarified to provide traction for safe stopping and turning. The CONTRACTOR will provide sand (3/8-) and/or another form of ice melt as needed to assist in the control of extreme icy conditions. During periods of no snowfall, the road surface shall be maintained to provide a level driving surface and sufficient traction for safe driving. Contractor is required to call contract administrator prior to rolling equipment under these conditions.

H. BREAK-UP: During the period of time referred to as "break up" or during spells of thawing or heavy rainfall, it will be necessary to open drainage ditches to allow the roadways to drain. Packed snow and ice may also soften and need to be removed from the roadway to prevent the "pothole" effect common to break-up periods.

I. Snow placed in the street by private citizens becomes the responsibly of the CONTRACTOR. Dumping of snow in City streets by commercial snow removal services is not permitted.

J. All EQUIPMENT to be used in the CONTRACT is subject to inspection by the City of Valdez. Lights, oversized signs, permits and other requirements of the State of Alaska must be followed. EQUIPMENT not meeting these requirements or in poor mechanical condition and not able to perform as intended may be disallowed.

K. Snow lots are to be maintained by the contractor; however the city will periodically push lots at its sole discretion.

L. LOT CLEAN UP: Cost for this shall be covered under general overhead cost; a separate payment shall not be made. The City will withhold a 10% retainer fee of the March & April billing pending cleanup. Clean up shall include garbage and debris collection and lot leveling. The penalty for not performing lot clean up shall be loss of retainer and loss of contract.

CITY OF VALDEZ

PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
October, 2018 – June, 2020
BID FORM

Proposal of_____
(Hereinafter called the BIDDER).

Check one:

Corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Alaska,

_____ A partnership,

_____ A joint venture, OR

_____ An individual doing business as _____

To the City of Valdez, Alaska (hereinafter called the OWNER):

A. The BIDDER, in compliance with the Invitation to Bidders for completion of the service indicated above, having examined the specifications and related documents and being familiar with all of the conditions surrounding the completion of the proposed services, including the availability of materials and conditions of the service site(s), agrees to complete the services in accordance with the Contract Documents, within the times set forth herein and for the prices stated herein.

B. The BIDDER agrees to commence work under the Contract on the date to be specified in the written NOTICE TO PROCEED issued by the OWNER and fully complete the services within the time stipulated in the Contract Documents.

C. It is understood that it is the intent of the OWNER that the basis of Award shall be in accordance to all applicable State Law and Valdez City Ordinances subject to the availability of funds and the responsibility of BIDDER.

D. The OWNER specifically reserves the right to reject any irregular bids or all bids or to waive any irregularities.

BID

In accordance with the above, we, as BIDDER, hereby submit the following hourly prices for the proposed services for all work and equipment necessary to accomplish the work as set forth in the Contract Documents, hourly amounts as set forth below.

Indicate area(s) bid by initialing below

AREA I _____YES _____NO

This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd. This area also consists of the road starting at the intersection of Mineral Creek Loop Road and Container Terminal Road Causeway, Valdez Container Dock and approaches including the roads leading to both East and West approaches.

AREA II _____YES _____NO

This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

AREA III _____YES _____NO

This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

AREA IV _____YES _____NO

This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

AREA V _____YES _____NO

This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

List hourly rates below

Motor Grader	#1	#2
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Mold Board Length:	_____	_____
Hourly Rate	_____	_____
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

Front End Loader	#1	#2
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Snow Bucket (c.y.):	_____	_____
Push Blade size:	_____	_____
Hourly Rate:	_____	_____
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

Sand Truck	#1	#2
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Hourly Rate:	_____	_____
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

Miscellaneous	#1	#2
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Purpose:	_____	_____
Hourly Rate:	_____	_____
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

The undersigned acknowledges receipt of the following addendum number(s) _____ and certifies that their contents have been considered in the preparation of this Bid. If none, state "NONE" in space provided.

The Contract, if awarded, will be awarded to the most responsive bidder whose bid is most advantageous to the city, as determined by the city, taking into consideration type of equipment, size, and hourly rate.

COMPANY NAME

_____	_____
(PRINT OR TYPE)	SIGNATURE
_____	_____
MAILING ADDRESS	TITLE
_____	_____
CITY, STATE, ZIP CODE	DATE

CORPORATE SEAL (if corporation)

SNOW REMOVAL SERVICES
October, 2018 – June, 2020

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-2 DEFINITIONS

The terms used in these Supplementary Conditions, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Add the following paragraph to Article 5.3:

"Before issuance of Notice to Proceed, the CONTRACTOR shall file with OWNER a certification prepared by the CONTRACTOR's insurance carrier stating that the CONTRACTOR has insurance in force providing full coverage as required by these Contract Documents; this certification shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen (15) days prior written notice has been given to OWNER. OWNER shall be named as additional insured."

Add the following sub-paragraph to 5.3 Contractor's Liability Insurance:
"5.3.8 CONTRACTOR'S Public Liability Insurance shall include coverage for:

Workers' Compensation	Minimum Limits
$100,000 Employers Liability and Worker's Compensation as required by Alaska State Workers' 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	$1,000,000 Combined Limit Each Occurrence and Aggregate

Comprehensive Automobile Liability Bodily Injury and Property Damage, including all owned, hired, and non-owned automobiles	Minimum Limits* $1,000,000 Combined Limit per Accident
Excessive Liability Insurance Umbrella Form	Minimum Limits $1,000,000 Combined Bodily Injury and Property Damage

* These limits may be reduced only if the excess insurance is increased to provide the same total coverage

The City of Valdez shall be named "Additional Insured" on the policy.

SC-6.8 SUBCONTRACTORS

Prior to the Notice of Award, the CONTRACTOR shall submit a list of all subcontractors and materials suppliers that he plans to utilize in the Work. The OWNER retains the right to reject any subcontractor or materials supplier.

SC-6.14 SPECIAL LEGAL REQUIREMENT

A. This Contract shall be governed by the laws of the State of Alaska and the Valdez City Code.

B. The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, ordinances, codes, and regulations in any manner affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having jurisdiction of authority. He shall at all times observe, comply with, protect, and indemnify the contracting agency and its agents against any claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders, or decrees.

C. Taxes: The CONTRACTOR shall pay all federal, state, and local taxes incurred by the CONTRACTOR in the performance of this Contract and proof of payment of these taxes is a condition precedent to payment by the OWNER. CONTRACTOR'S certification that taxes have been paid (as contained in the release on Contract) will be verified with the Department of Revenue and Department of Labor, prior to final payment. If any federal, state, or local tax is imposed or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

D. Permits and Responsibilities for Work: The CONTRACTOR shall, without additional expense to the contracting agency, be responsible for obtaining any necessary licenses and permits. Permits from the City of Valdez shall be secured, but no charge will be made by the City for them. The CONTRACTOR shall be responsible for all materials delivered and all work performed until completion and acceptance of the entire construction services, except for any completed unit of construction, which previously may have been accepted.

E. Accident Prevention: The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor, and he shall take or cause to be taken, such additional measures as the contracting agency may determine to be reasonably necessary to protect the lives and health of his employees under this Contract. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plans, appliances, methods, and for any damages, which may result from their failure or their improper construction, maintenance, or operation.

F. Archeological Remains: Pursuant to AS 41.35.070 construction shall be halted if archeological remains are uncovered, to permit archeological survey. The CONTRACTOR shall notify the contracting agency and the State Archeologist, Department of Natural Resources, if archeological remains are found. The contracting agency will then address and resolve the matter.

G. Equal Employment Opportunity:

1. The CONTRACTOR shall not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin.

2. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

H. Preferential Employment: The CONTRACTOR shall give employment preference to qualified residents of the City of Valdez to the maximum extent permitted by law.

I. Convict Labor: The CONTRACTOR agrees not to employ under the Contract, any person(s) undergoing sentence of imprisonment.

J. Wage Rates, Overtime Work Hours, and Compensation: The Attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for the payment of prevailing wage do not apply.

K. Copeland (Anti-Kickback) Act: The regulations of the U.S. Secretary of Labor applicable to Contractors and subcontractors (29CFR, Part 3), pursuant to the Copeland Act as amended (40-USC 276c) and aiding in the enforcement of the Anti-Kickback Act (18-USC 875) are made a part of this Contract by reference. The CONTRACTOR shall comply with these regulations and any amendments or modifications thereof, and shall be responsible for the submission of affidavits required of subcontractors.

L. Industrial Safety - OSHA Alaska Plan: Chapter 46 of the Session Laws of Alaska passed in 1973 implements the Alaska plan of the Occupational Safety and Health Act. Under this Act, certain regulations have been promulgated by the Department of Labor. Others will be promulgated in the future. The OWNER is subject to these OSHA requirements as well as the CONTRACTOR performing under its Contracts. The CONTRACTOR is expressly notified of the pendency of the OSHA requirements and shall act in accordance herewith. Failure to comply with OSHA requirements, notwithstanding any other provision of this Contract, is sufficient cause for termination and default under the Contract provision.

M. Covenant Against Contingent Fees: The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the Contracting Agency shall have the right to annul this Contract without liability or, in its discretion to deduce from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

N. Officials Not To Benefit: No member of or delegate to the U.S. Congress, the State Legislature, or any other State or City official shall be admitted to any share or part of this Contract, nor to any benefit that may arise. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Personal Liability of Public Officials: In carrying out any of the provisions hereof, or in exercising any power or authority granted to him by the Contract, there will be no liability upon the Contracting Officer nor upon his authorized representatives, either personally or as officials of the City of Valdez, it being always understood that in such matters they act as agents and representatives of the Contracting Agency.

P. Consent to Assignment: The CONTRACTOR shall obtain the prior written consent of the Contracting Agency to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his sureties of any of his or its obligations under this Contract or the performance bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR'S creditors pursuant of law.

CITY OF VALDEZ
SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is dated as of this _____ day of _____ 2018 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and _____, doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2018-2020 in AREA _____ set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.

2. Term. The term of this Agreement shall be from October 15, 2018 to June 15, 2020, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.

3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by _____, CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.

4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.

5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.

6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.

7. Non-Waiver. Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.

8. Integration. This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.

9. Modifications. No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.

10. Severability. The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.

11. Notices. Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. Contract Administrators: City Contract Administrators for Snow Removal Services are Rob Comstock and Cindy Rymer, or their designated representatives.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CONTRACTOR:

By: _____

Title: _____

Date: _____

_____
Mailing Address

_____
City, State, Zip Code

_____
Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: _____
Corporate Secretary

CITY OF VALDEZ, ALASKA
APPROVED:

_____
Jeremy O'Neil, Mayor

_____
Date

ATTEST:

_____
Sheri Pierce, MMC, City Clerk

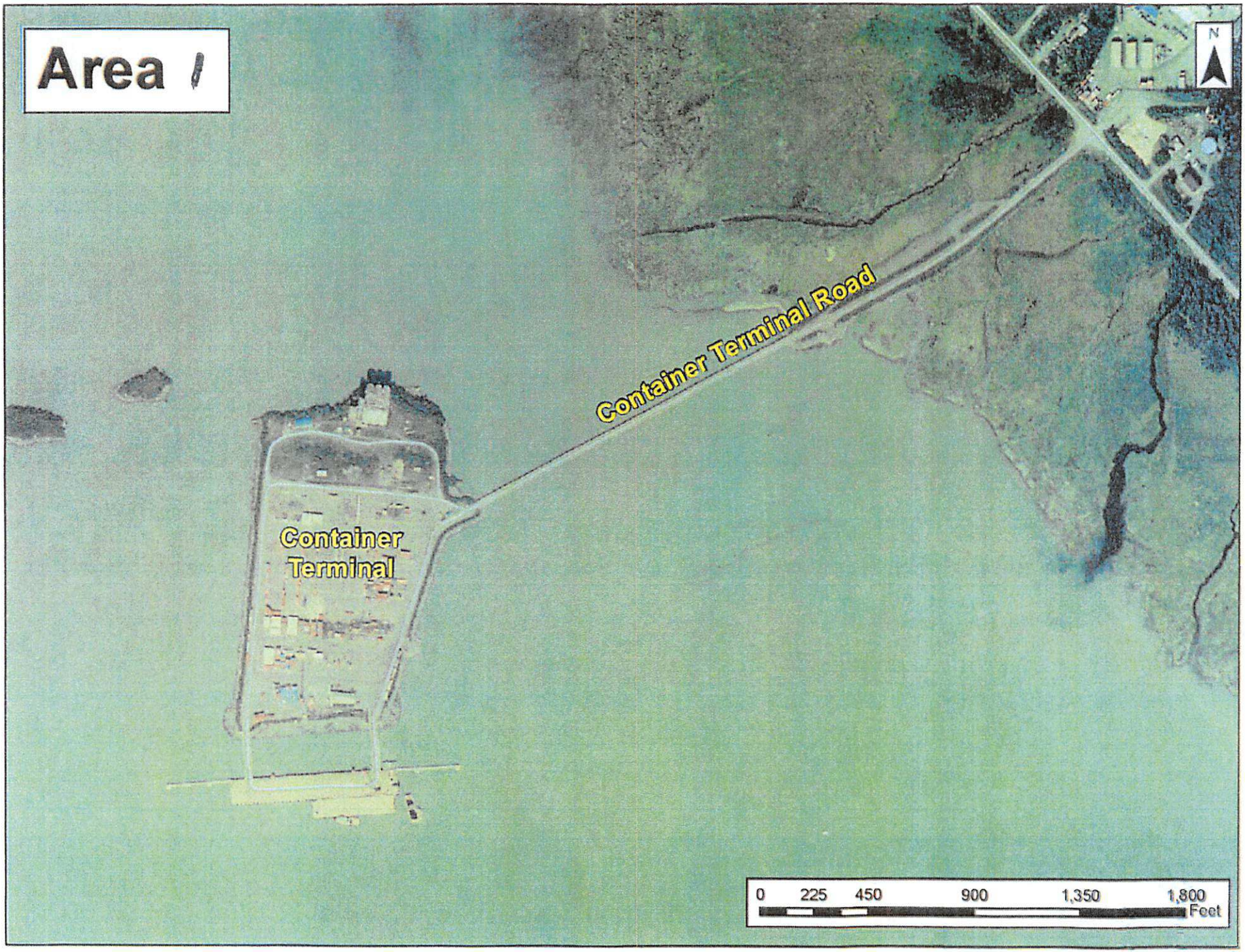
RECOMMENDED:

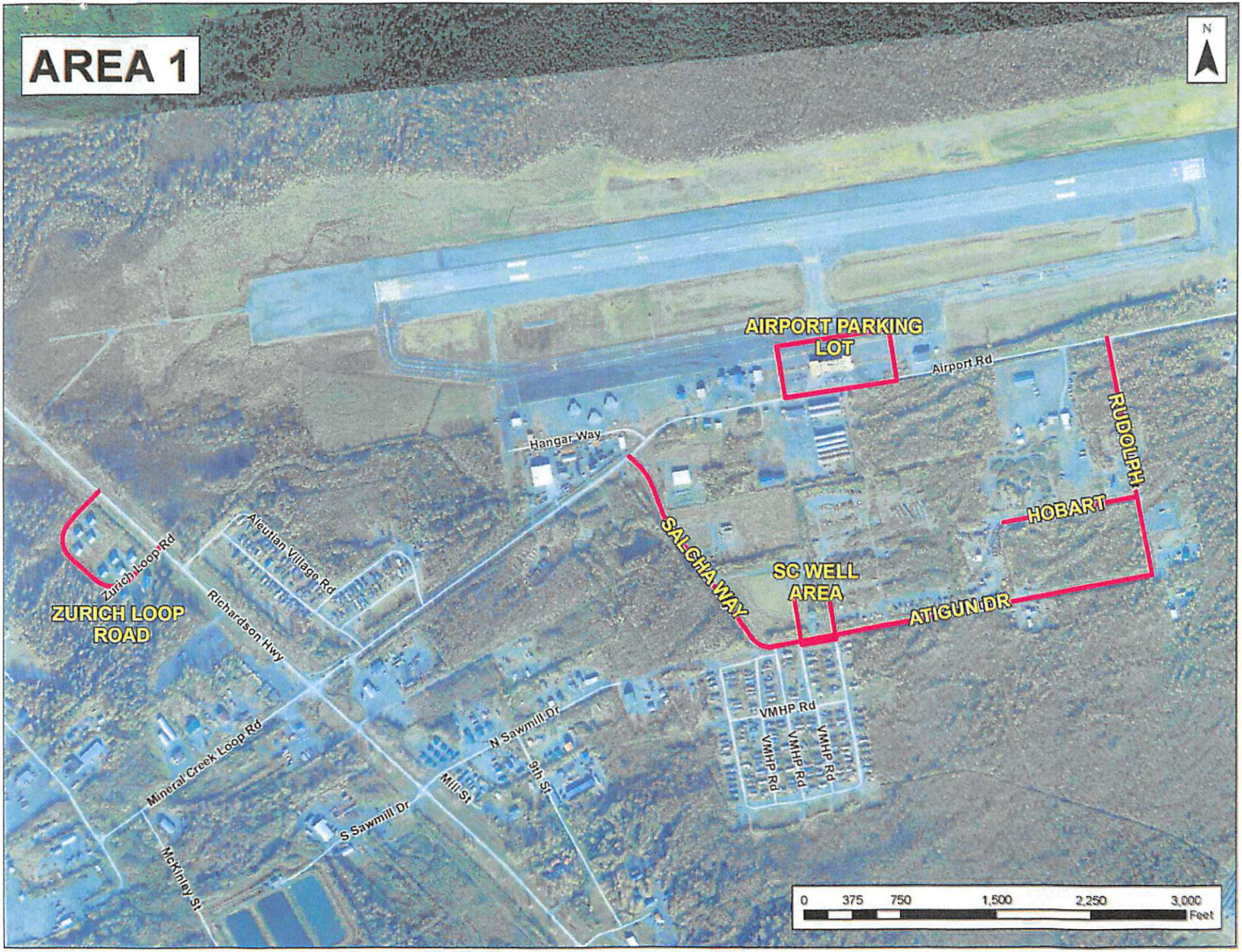
_____
Elke Doom, City Manager

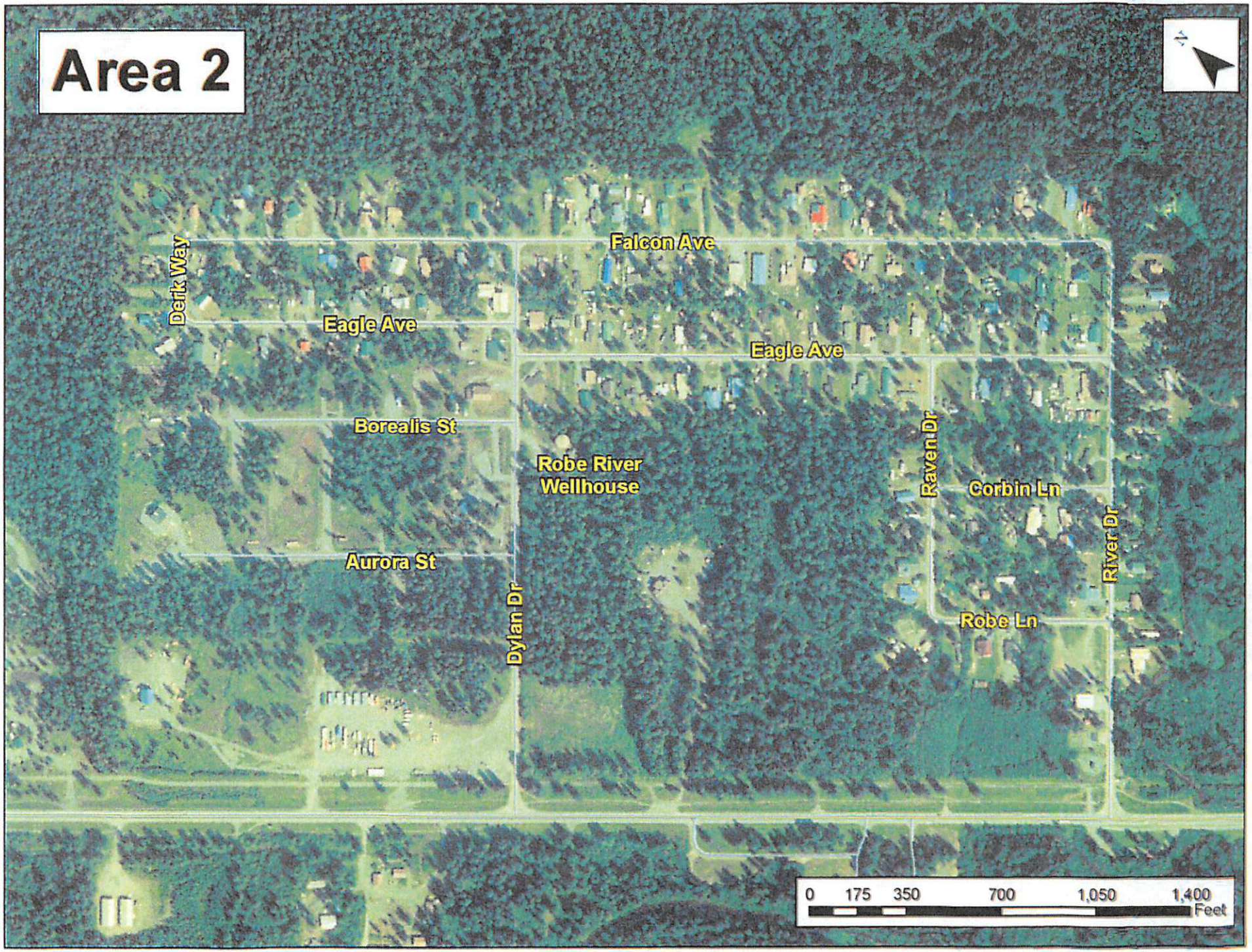
_____
Rob Comstock, Public Works Director

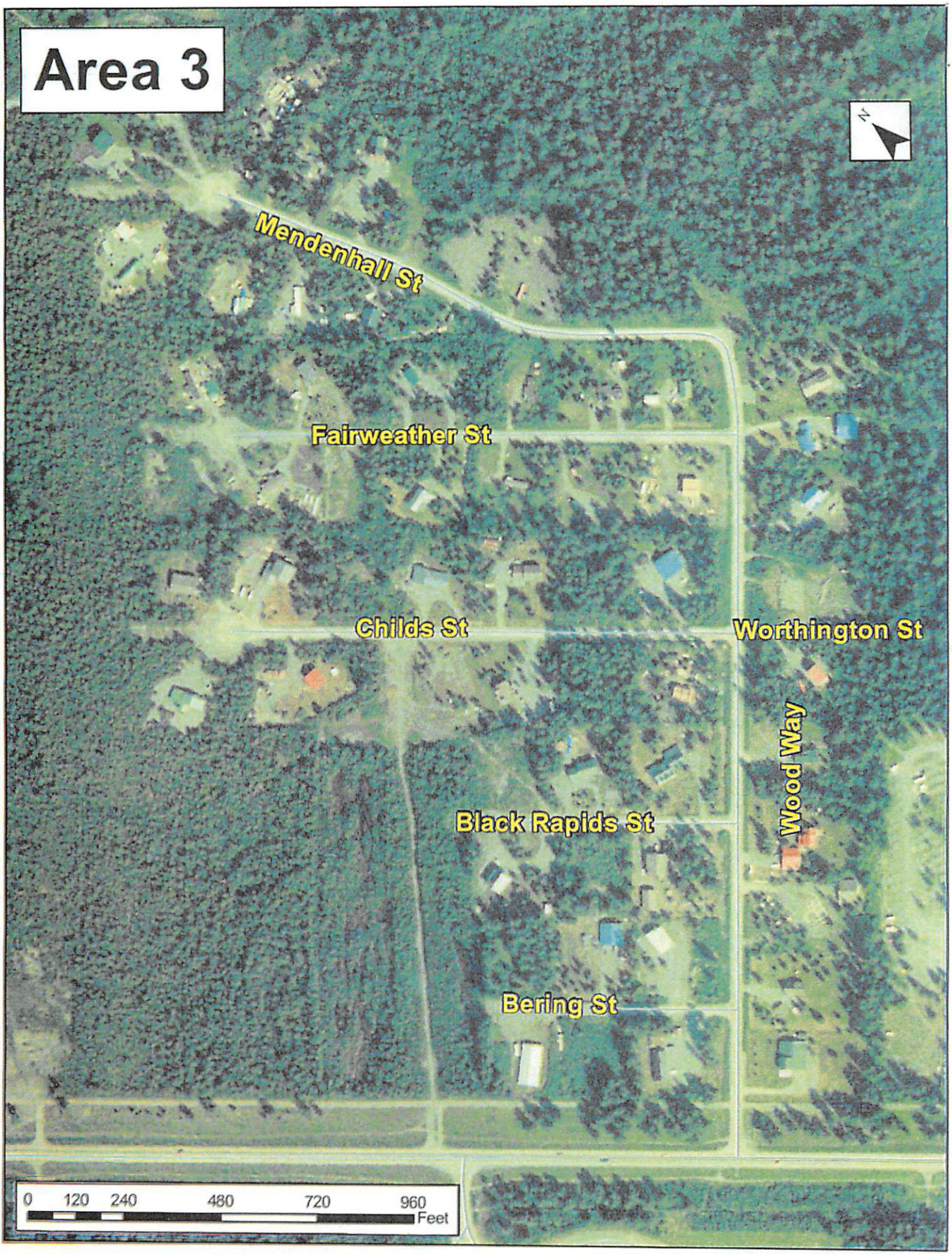
APPROVED AS TO FORM:
Brena, Bell & Clarkson, P.C.

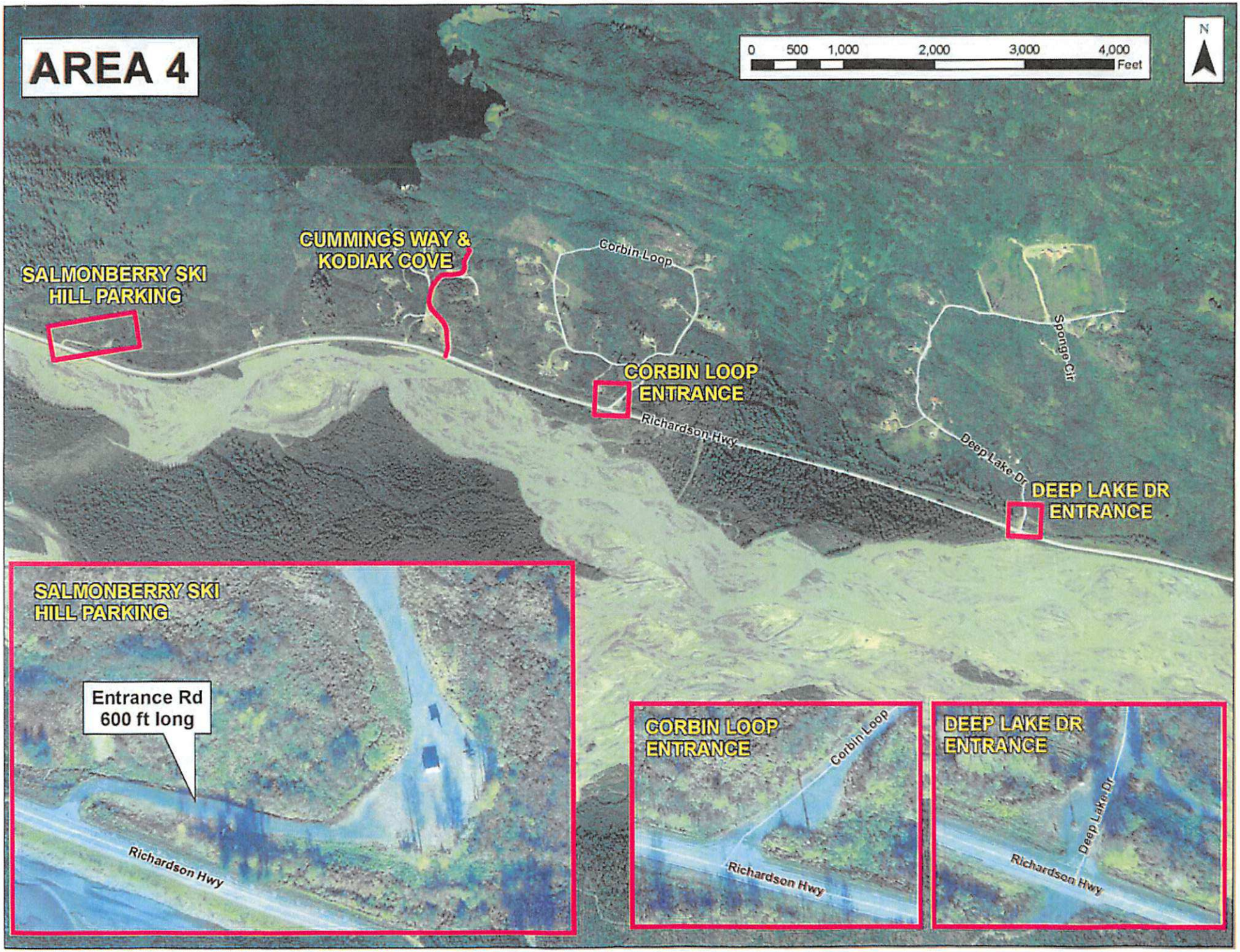
_____
Jon S. Wakeland

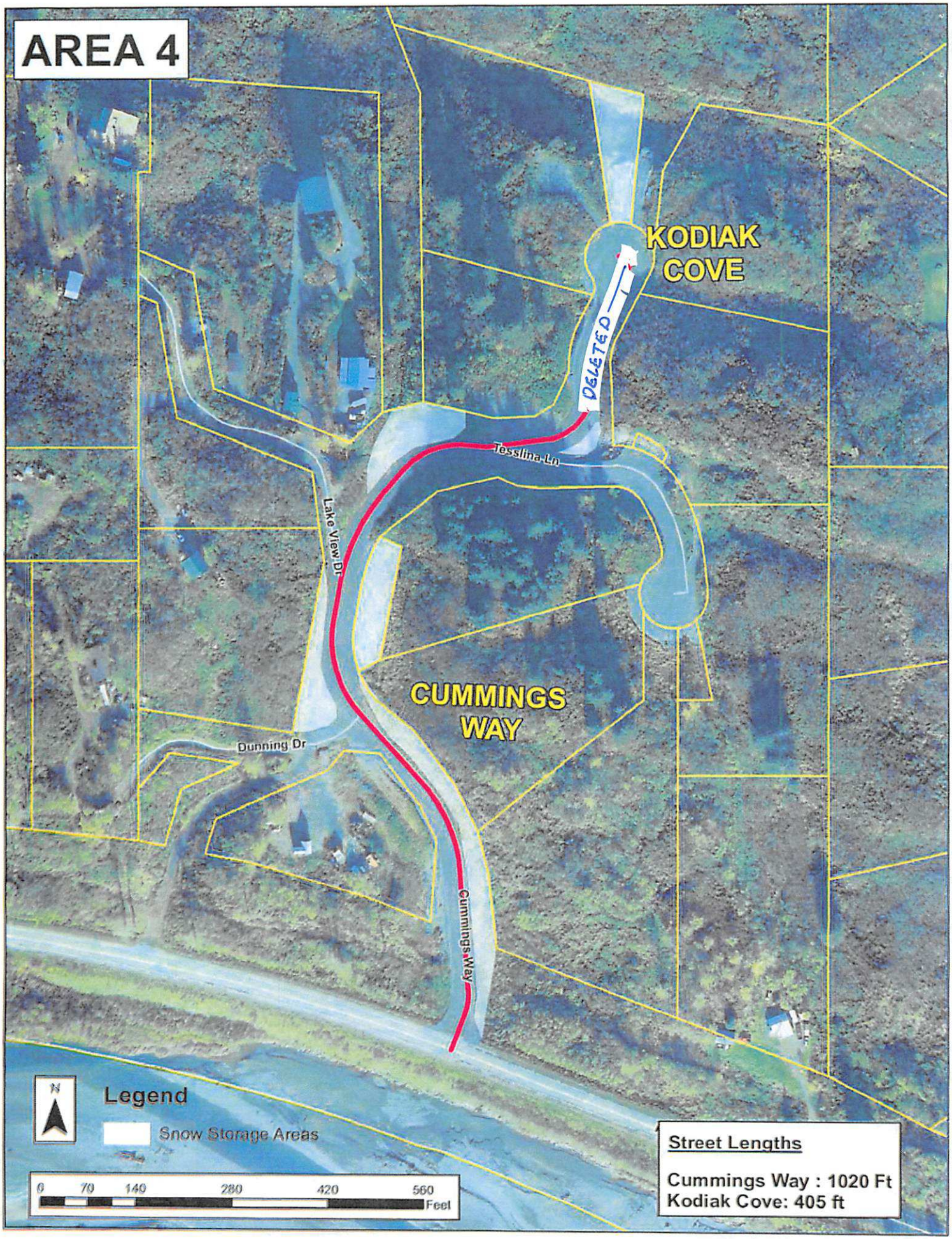

Area 1
N
Container Terminal Road
Container Terminal
0 225 450 900 1,350 1,800
Feet

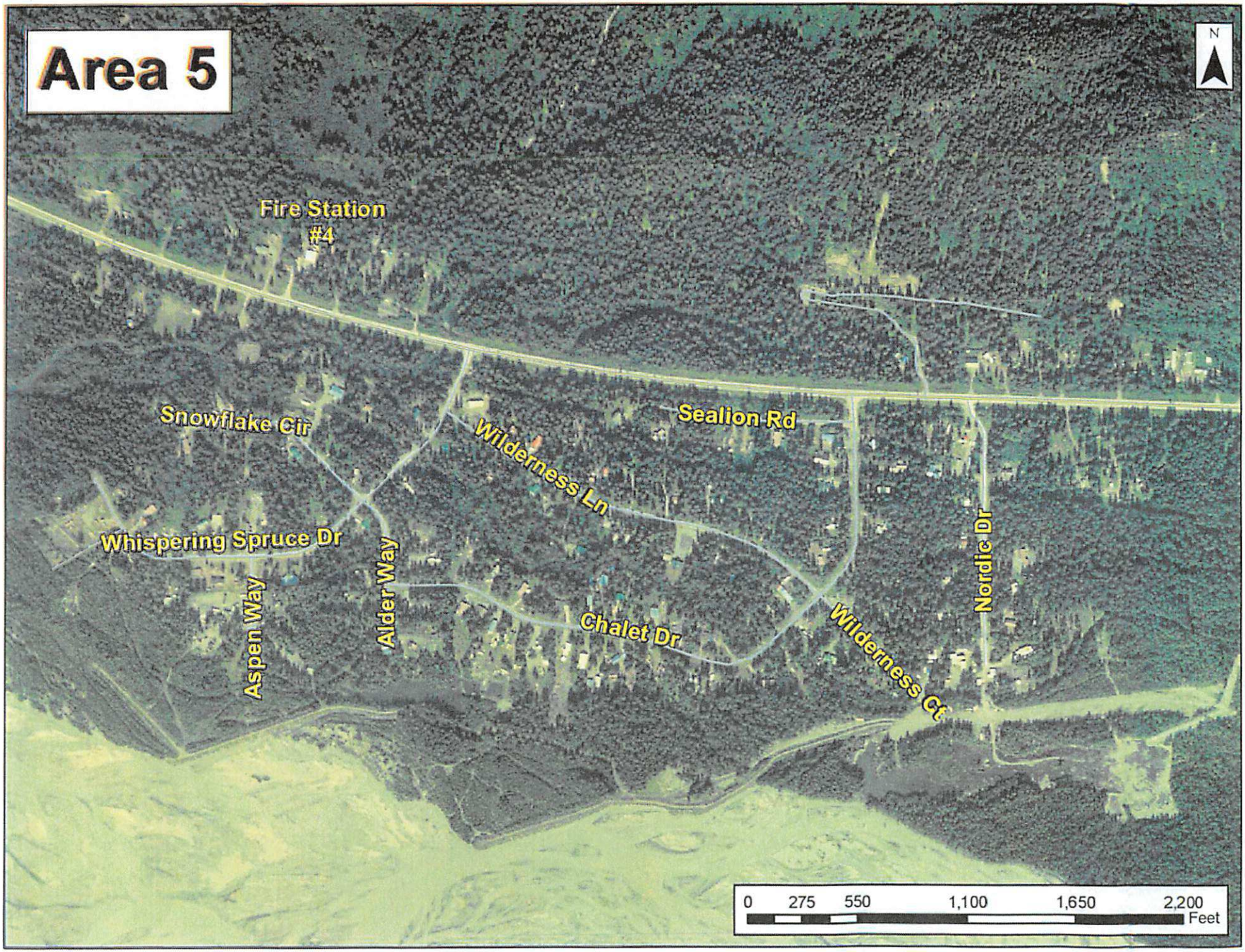

AREA 1
N
AIRPORT PARKING LOT
Airport Rd
RUDOLPH
Hangar Way
SALGHA WAY
HOBART
SC WELL AREA
ATIGUN DR
Zurich Loop Rd
ZURICH LOOP ROAD
Aleutian Village Rd
Richardson Hwy
Mineral Creek Loop Rd
N Sawmill Dr
VMHP Rd
Mill St
9th St
S Sawmill Dr
McKinley St
0 375 750 1,500 2,250 3,000
Feet


Area 2
Falcon Ave
Derik Way
Eagle Ave
Eagle Ave
Borealis St
Robe River
Wellhouse
Raven Dr
Corbin Ln
River Dr
Aurora St
Dylan Dr
Robe Ln
0 175 350 700 1,050 1,400
Feet


Area 3
N
Mendenhall St
Fairweather St
Childs St
Worthington St
Wood Way
Black Rapids St
Bering St
0 120 240 480 720 960
Feet


AREA 4
0 500 1,000 2,000 3,000 4,000
Feet
N
SALMONBERRY SKI HILL PARKING
CUMMINGS WAY & KODIAK COVE
Corbin Loop
CORBIN LOOP ENTRANCE
Sponge Cir
Richardson Hwy
Deep Lake Dr
DEEP LAKE DR ENTRANCE
SALMONBERRY SKI HILL PARKING
Entrance Rd 600 ft long
Richardson Hwy
CORBIN LOOP ENTRANCE
Corbin Loop
Richardson Hwy
DEEP LAKE DR ENTRANCE
Deep Lake Dr
Richardson Hwy


AREA 4
KODIAK COVE
DELETED
Tesslina Ln
Lake View Dr
CUMMINGS WAY
Dunning Dr
Cummings Way
N
Legend
Snow Storage Areas
0 70 140 280 420 560
Feet
Street Lengths
Cummings Way : 1020 Ft
Kodiak Cove: 405 ft


Area 5
N
Fire Station #4
Snowflake Cir
Wilderness Ln
Sealion Rd
Whispering Spruce Dr
Aspen Way
Alder Way
Chalet Dr
Wilderness Ct
Nordic Dr
0 275 550 1,100 1,650 2,200
Feet