



CITY OF VALDEZ SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is dated as of this 22nd day of September, 2014 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and Dunning Enterprises, 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 2014-2016 in AREA IV 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, 2014 to June 15, 2016, 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 Dunning Enterprises, 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 attorneys 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, Ak 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: Dwain Dunning

Title: Partner

Date: 9-22-14

PO Box 1876

Mailing Address

Valdez AK 99686

City, State, Zip Code

117 46 0291

Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: _____

Corporate Secretary

**CITY OF VALDEZ, ALASKA
AUTHORIZED:**

By: David C Cobb

Dave Cobb, Mayor

Date: 9-26-14

Attest: 9/26/14

By: Sheri H. Pierce

Sheri Pierce, CMC, City Clerk

RECOMMENDED:

By: John Hozey

John Hozey, City Manager

Date: 9/25/14

By: Robert C. Comstock

Rob Comstock Public Works Director

Date: 9.18.14

APPROVED AS TO FORM:

William M. Walker

William Walker, Attorney

