

REQUEST FOR PROPOSALS
by the City of Homer, Alaska
For Solid Waste Collection &
Disposal Contract

The City of Homer, Alaska (the City) is requesting proposals from qualified firms (Proposer) to provide dumpsters with bird and wind proof lids that are user friendly for the Homer Spit and for City Uplands locations as identified herein and to enter into a Services Contract with the City to collect solid waste from these dumpsters and dispose of it at the Kenai Peninsula Borough's Homer Transfer Facility. The proposer will furnish all necessary labor, material, equipment, tools, supervision, and other facilities and equipment to perform the required contractual services.

Proposers should provide a "per empty" price that reflects all costs of the work, including the provision of the dumpsters, trash collection and transport services, labor associated with picking up windblown trash, labor to make dumpster repairs when needed, and any other costs that may be incurred in the performance of this work.

The successful proposer will enter into a services contract with the City, on a form provided by the City. The term of this contract will run to December 31, 2026, with two (2) options for one (1) year extensions.

All proposers must submit a City of Homer Plan Holders Registration Form separate from their proposal to be on the Plan Holder's List and receive communication about this Request for Proposals (RFP).

Proposals are due on May 3, 2024 at 4:00 p.m. Sealed proposals must be delivered or mailed to the City Clerk's Office by the date and time established herein. Proposals received after the proposal due date and time will be rejected. It is the Proposer's responsibility to ensure its proposal is received at the specified location and time.

An optional Pre-Close RFP meeting will be held on Monday, April 29, 2024 at 2:00 p.m. at the Harbormasters Office Conference Room located at 4311 Freight Dock Road.

For Proposal Documents, Specifications or questions regarding submittal contact: City Clerk's Office, City of Homer, 491 E. Pioneer Avenue Homer, Alaska 99603 or call 907-235-3130.

Submit questions regarding technical details in writing to: Bryan Hawkins, Port Director, City of Homer Port & Harbor 4311 Freight Dock Road, Homer, AK 99603 or email: bhawkins@ci.homer.ak.us.

An electronic copy of the Proposal Documents is available on the City's website or you may purchase hard copies at the City Clerk's Office upon payment of \$10.00 per set (\$40.00 for priority mail). All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award a contract to the proposer that best meets the selection criteria and the City's needs.

Dated this 12th day of April, 2024

CITY OF HOMER

Melissa Jacobsen, Interim City Manager

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I. PROJECT OVERVIEW

The Proposer will be required to provide all necessary labor, materials, equipment, containers, supervision, and management for refuse collection at the identified City facilities and disposal at the Kenai Peninsula Borough's Homer Transfer Facility. The City facilities are as follows:

- a) Homer Spit Facilities. Twenty-Six (26) eight (8) yard dumpsters are needed at established locations on the Homer Spit. The locations are accessed from the Homer Spit Road, Fish Dock Road, and Freight Dock Road. It is estimated that there are approximately 3000 empties per year for the Homer Spit dumpsters.
- b) City Uplands Facilities. Seven (7) dumpsters at City facilities located in the City Uplands. These dumpsters have a varied number of empties each year - as specified in Section III, Locations. City Uplands dumpsters are either 2, 4, or 6 yards.

Proposers must provide a "per empty" price for each of the sizes of dumpsters. For clarification, "an empty" or "empty" as mentioned in this document means a single service of emptying a dumpster of refuse at its site location and the timely, sanitary, efficient, and safe transportation of the refuse to the Kenai Peninsula Borough's Homer Transfer Facility. Section V describes all services that must be included in the "per empty" price.

II. FUNCTIONAL REQUIREMENTS

The Successful Proposer is responsible for the following:

- a. Provision of dumpsters with bird and wind proof lids at each location listed herein and of the size required for that location.
- b. Collection and removal of solid waste from the designated City facilities and transporting collected waste to the Kenai Peninsula Borough's Homer Transfer Facility.
- c. Clean up of any garbage from the vicinity of each dumpster within one work day of being notified by the City. An overflow fee of \$250 per dumpster, per day, per location will be charged if it is determined that the Successful Proposer is not fulfilling the basic contract requirements.
- d. Dumpster fire clean-up, repair, and replacement within 24hrs of the fire.
- e. Submission of two separate invoices for monthly billing in the following manner for approval of payment:

- (1) Homer Spit dumpsters, shall be submitted monthly to: City of Homer Attn: Port & Harbor Office, 4311 Freight Dock Road, Homer AK 99603; and
- (2) City Center dumpsters (Airport, Animal Shelter, City Hall, Fire Department, Police Department, Karen Hornaday Park, and Public Works) shall be submitted monthly to: City of Homer Attn: Finance Department, 491 E. Pioneer Ave, Homer AK 99603.
- (3) At a minimum, invoices shall contain the following information: dumpster locations serviced, number of dumpster's emptied/ location, price per emptied dumpster billed, and monthly total billed/owed.
- (4) The City shall make payment on the approved invoices within 21 days from the date received.

III. LOCATIONS

The locations that require waste collection and disposal services are divided into two separate divisions, Homer Spit and City Uplands. The locations within each division as detailed below:

A) HOMER SPIT

Location: Homer Spit	Address	Dumpster Size	Qt y.
Fish Dock	Fish Dock Road	8 Yard	2
Fishing Hole <i>(Seasonal)</i>	Homer Spit Road	8 Yard	2
Load & Launch Ramp	Freight Dock Road	8 Yard	2
Deep Water Dock	Freight Dock Road	8 Yard	1
Mariner Park	Homer Spit Road	8 Yard	2
Mariner Park	Homer Spit Road	8 Yard	1
Ramp 1	Homer Spit Road	8 Yard	2
Ramp 2	Homer Spit Road	8 Yard	2
Ramp 3	Homer Spit Road	8 Yard	1
Ramp 4	Homer Spit Road	8 Yard	1

Ramp 4	Homer Spit Road	8 Yard	3
Ramp 5	Homer Spit Road	8 Yard	2
Ramp 6	Freight Dock Road	8 Yard	2
Ramp 7	Freight Dock Road	8 Yard	1
Ramp 8	Freight Dock Road	8 Yard	2

For the purposes of this proposal, the dumpster quantities and locations on the Homer Spit shall remain as listed in the table. Any changes in the locations made during the length of the Contract must be approved in writing by the Port Director prior to implementation.

Because public disposal patterns on the Homer Spit vary throughout the year, the City is unable to provide a precise frequency and schedule for emptying each dumpster at the Homer Spit. However for the purpose of the proposal, it is estimated that the Contractor will be required to service approximately 3,000 empties per year on the Homer Spit. The Contractor will be required to adapt their efforts to ensure the dumpsters are emptied in a timely fashion as required, aligning with the seasonal variations and usage demands.

B) CITY UPLANDS

Location: City Uplands	Address	Dumpster Size	Qty.
Airport	Airport Avenue	4 Yard	1
Animal Shelter	3575 Heath Street	2 Yard	1
City Hall	491 E. Pioneer Avenue	2 Yard	1
Fire Department	604 E. Pioneer Avenue	2 Yard	1
Police Department	4060 Heath Street	6 Yard	1
Public Works	3575 Heath Street	6 Yard	1
Karen Hornaday Park	475 W Fairview Ave	6 Yard	1

For the purposes of this proposal, the dumpster locations on the City Uplands shall remain as listed. Any changes in the locations made during the length of the Contract must be approved in writing by the Dept. of Public Works. Based upon historic data and the contractors scope of work , it is estimated that the Contractor will be required to empty City Uplands containers as follows:

- 6 yard cans = 156 dumpsters emptied per year
- 4 yard cans = 52 dumpsters emptied per year
- 2 yard cans = 312 dumpsters emptied per year

IV. INSTRUCTIONS TO PROPOSERS

- A. **There will be an optional Pre-Close RFP meeting/teleconference on Monday, April 29, 2024 at 2:00 p.m. at the Harbormasters Office Conference room located at 4311 Freight Dock Road, Homer, Alaska.** This will give all proposers involved the opportunity to present questions to - City Staff.
- B. **Sealed proposals must be received by the City Clerk's Office at the address referenced below no later than 4:00 p.m. on Friday, May 3, 2024.** The time of receipt will be determined by the City Clerk's time stamp. Proposals received after that time shall not be considered.
- C. Proposers must submit one original and three (3) copies of the completed proposal in an opaque envelope marked as follows:

City of Homer 2024 RFP
Solid Waste Collection & Disposal Contract
May 3, 2024
Bidders Name and Address

- D. Proposal submittals shall be delivered in person or mailed to:
City of Homer
City Clerk's Office
491 E. Pioneer Avenue
Homer, Alaska 99603
- E. The City Clerk's Office does not provide envelopes for responsive firms to put their completed proposals in, nor will the Clerk's Office Staff write proposer's information on the envelope on their behalf. Facsimile, email, electronic or telephone proposals will not be accepted. City procurement policies require a paper submittal by the stated time and date.
- F. Proposals may be withdrawn by written, email, or facsimile notice received prior to the deadline for proposal submittal. Withdrawals received after the proposal submittal deadline will not be considered.
- G. Inquiries must be received at least 10 days prior to the RFP submittal deadline. Copies of all written requests and replies will be forwarded to each Proposer on the Official Plan Holders List. The City will not be bound by any oral interpretation of this RFP. Only formal, written responses to properly submitted questions will be binding.
- H. Inquiries regarding the Scope of Work or clarification of the RFP must be directed in writing to:
Bryan Hawkins, Port Director, City of Homer, Port and Harbor Office
4311 Freight Dock Road

Homer, AK 99603
Email: bhawkins@ci.homer.ak.us

I. General RFP and proposal submission inquiries must be directed in writing to:

City Clerk's Office
491 E. Pioneer Avenue
Homer, AK 99603
Email: clerk@ci.homer.ak.us

V. PROPOSAL FORMAT & CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals that do not address the items listed in this request may be considered incomplete and - deemed non-responsive by the City.

All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.

To be considered, each sealed proposal envelope must include the following:

A. Proposal Narrative. (five page maximum): The proposal narrative must provide the following information:

- Proposer's service plan, specifying in detail the firm's ability to fulfill the Functional Requirements and contract term.
- Anticipated response time and Frequency of Service capability of Proposer
- Photos of dumpsters/containers with wind proof lids to be used on the Spit

B. Per Empty Price. Proposal Schedule "A" and Proposal Schedule "B" forms with Proposal Price per single empty for each size of dumpster to be used per the scope of work.

- Proposal prices shall reflect all associated costs of performing the work including, but not limited to:
 - Providing all dumpsters in each location as specified in the Scope of Work;
 - Providing trash collection services as described in the Scope of Work;
 - Providing labor and supplies to make dumpster repairs when needed;
 - Providing labor associated with picking up windblown trash, trash placed in vicinity of dumpsters, or trash blown by wind or spilled out of the dumpsters;
 - Providing materials and supplies to fulfill the Contract requirements; and
 - Cost of fuel (No Fuel Surcharges).
 - Proposals may not include a call out fee.

C. Insurance. Prior to commencement of work, the Proposer shall be required to provide current proof of insurance and to keep it in full force and effect for the duration of the Contract, at its own expense, with the following minimum policy limits. Also, the City of Homer shall be named as additional insured during the project's duration.

- General Liability Insurance in the minimum amount of \$500,000.00 for any one person and not less than \$1,000,000.00 for any one accident or occurrence, for death, bodily injury, personal injury, and/or property damage.
- Worker’s Compensation in accordance with the laws of the State of Alaska, and Employer’s Liability Insurance with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
- Property damage liability which shall include any and all property whether or not in control, custody or care of the contractor, in an amount of not less than \$1,000,000.00 on account of any one accident.
- Automobile Liability Insurance covering owned, non-owned, or hired vehicles used by the firm, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage.

VI. EVALUATION CRITERIA & SELECTION PROCESS

A selection committee made up of representatives from Port & Harbor, Public Works, and Finance will evaluate the proposals and make a recommendation to the City Council. Submittals will be evaluated and scored in accordance with the following criteria:

Proposal Narrative		45 Points
• Proposers Service Plan	15 points	
• Anticipated Response Times	15 points	
• Required Equipment	15 points	
Proposal Schedules A & B		50 Points
• Schedule A Homer Spit	25 points	
• Schedule B City Uplands	25 points	
Proposed Team and References (5% local bidder preference)		15 Points
Total Possible Points		110 Points

The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to negotiate and award a contract to the proposer that best meets the selection criteria and the City’s needs.

The City will issue a Notice of Intent to Award to the highest-scoring proposer. The successful proposer will be required to enter into a services contract with the City, on a form prepared by the City. This contract will expire on December 31, 2026, with two (2) one year options for extension if agreed upon by both parties.

VII. RFP TIMELINE & AWARD SCHEDULE

These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to applicable proposers on the Plan Holders List.

ACTIVITY	DATE/TIME
RFP Publish Dates	City of Homer Website April 18, 2024 Homer News April 18 & 25, 2024
Optional Pre-Close Meeting	April 29, 2024
Submittal Deadline for Proposals	May 3, 2024
Evaluation Period and Proposal Selection	May 6-8, 2024
Authority to Proceed by Homer City Council	May 13, 2024
Contract Signing/Notice to Proceed	May 15, 2024

VII. PROTEST

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the City Clerk at least ten days prior to the deadline for receipt of bids.

If a proposer wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the City Clerk within ten days after the date the Notice of Intent to Award the contract is issued.

A hearing officer shall be appointed by the City Manager to hear and decide protests.

Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- the form of relief requested.

All Proposers will be notified of any protest.

If a protest is filed the award may be made unless it is determined by the issuing City Department that a reasonable probability exists that the protest will be sustained; or stay of the award is not contrary to the best interests of the City.

The hearing officer will issue a written response to the protest within 15 days after a protest has been filed. Notwithstanding the outcome of a protest, the City will not be responsible for any disappointed Proposer’s proposal preparation costs.

The decision of the hearing officer may be appealed to the Superior Court within 30 days after the date the decision was issued. For the purposes of this section the date of issuance is the date upon which the decision was mailed or delivered to the parties.

**CITY OF HOMER SOLID WASTE COLLECTION & DISPOSAL 2024
PROPOSAL SCHEDULE “A”**

Proposers are required to provide costs for each size dumpster per single empty

Location: Homer Spit	Address	Dumpster Size	Unit Price per Empty
Fish Dock	Fish Dock Road	8 Yard	
Fishing Hole <i>(Seasonal)</i>	Homer Spit Road	8 Yard	
Load & Launch Ramp	Freight Dock Road	8 Yard	
Deep Water Dock	Freight Dock Road	8 Yard	
Mariner Park	Homer Spit Road	8 Yard	
Mariner Park	Homer Spit Road	8 Yard	
Ramp 1	Homer Spit Road	8 Yard	
Ramp 2	Homer Spit Road	8 Yard	
Ramp 3	Homer Spit Road	8 Yard	
Ramp 4	Homer Spit Road	8 Yard	
Ramp 4	Homer Spit Road	8 Yard	
Ramp 5	Homer Spit Road	8 Yard	
Ramp 6	Freight Dock Road	8 Yard	
Ramp 7	Freight Dock Road	8 Yard	
Ramp 8	Freight Dock Road	8 Yard	

Name of Firm: _____

Address of Firm: _____

Authorized Signature: _____

Printed Name: _____

Date of Proposal: _____

**CITY OF HOMER SOLID WASTE COLLECTION & DISPOSAL 2024
PROPOSAL SCHEDULE “B”**

Proposers are required to provide costs for each size dumpster per single empty

Location: City Uplands	Address	Dumpster Size	Unit Price per Empty
Airport	Airport Avenue	4 Yard	
Animal Shelter	3575 Heath Street	2 Yard	
City Hall	491 E. Pioneer Avenue	2 Yard	
Fire Department	604 E. Pioneer Avenue	2 Yard	
Police Department	4060 Heath Street	6 Yard	
Public Works	3575 Heath Street	6 Yard	
Karen Hornaday Park	475 W Fairview Ave	6 Yard	

Name of Firm: _____

Address of Firm: _____

Authorized Signature: _____

Printed Name: _____

Date of Proposal: _____

SOLID WASTE COLLECTION & DISPOSAL CONTRACT

This SOLID WASTE COLLECTION AGREEMENT ("Contract"), effective as of _____
_____ is by and between (1) the CITY OF HOMER, an Alaska municipal
corporation, hereinafter referred to as the "City," whose address is 491 East Pioneer Avenue,
Homer, Alaska 99603, and (2) _____
_____, hereinafter referred to as the "Contractor," whose address is _____

_____.

For good, valuable, and sufficient consideration received and to be received, including the performance of the mutual covenants and obligations contained herein, the City and the Contractor have agreed and hereby agree as follows:

1. **Scope of Work.** The Contractor shall fulfill the Functional Requirements and furnish all of the materials, tools, labor, and equipment to accomplish the work as described in the Request for Proposals for Solid Waste Collection and Disposal, and in the Contractor's signed Proposal, dated _____, all in full compliance with the Contract documents referred to herein (the "Work").

2. **Contract Documents.** The Contract Documents consist of the following:
- This Contract
 - Request for Proposals for Solid Waste Collection and Disposal dated **April 12, 2024**
 - Contractor's signed Proposal dated _____.

These documents are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein. All provisions contained in the RFP and the Contractor's Proposal including the Scope of Work, Insurance requirements, and responsibilities of the contractor are fully incorporated as part of the Contract.

3. **Contract Term.** The term of this Contract shall commence on _____
_____, and end on _____. ("Term").

4. **Options to Extend Contract Term.** Two (2) one (1) year extensions to this contract term are available. Contract extensions must be agreed to by both parties. Contractor must indicate by written notice their wish to extend the contract at least three months before the end of the contract.

5. **Continuation of Services.** In the absence of the City entering a new agreement

with a Contractor at the end of the Term, Contractor may continue to provide services, if agreed up on by the City and the Contractor. This continuing service will be considered month to month, terminable upon 30 days written notice by either party at any time, and subject to all other terms of the Contract.

6. **Contract Amount.** For the Work performed by the Contractor, the City shall pay the Contractor the “per empty” price of _____ for the Homer Spit locations and \$ _____ for the City Uplands locations. The Contractor acknowledges that the Contract Amount includes all costs reasonably and properly anticipated to be incurred by the Contractor in the performance of the Work.

7. **Billing Requirements.** The Contractor shall submit two separate invoices in the following manner:

- a. Homer Spit dumpsters shall be submitted monthly to the Port & Harbor Office, 4311 Freight Dock Road, Homer, AK 99603.
- b. Upland dumpsters (Airport, Animal Shelter, City Hall, Fire Department, Police Department, and Public Works) shall be submitted monthly to the City of Homer Finance Department, 491 E. Pioneer Ave, Homer AK 99603

Both invoices shall provide an itemized description pertaining to the location, number of pick-ups, the rate per pick-up, additional services outside of the base contract rate and schedule (i.e. call-outs, additional dumpsters or cans, etc.), a total, **and a year to date balance remaining on the agreed contracted amount for services.**

Invoices shall be submitted monthly, not later than the 10th calendar day of the month for all Work performed by the Contractor during the previous month. Invoices not received by this date will be processed with the Contractor’s subsequent pay application.

8. **Liquidated Damages.** Liquidated damages in the amount of \$250.00 per day will apply if the Contractor has unexcused delay or fails to perform in the completion of this Contract, for which the Contractor is solely responsible. Such Liquidated Damages shall be deemed to be a fair, reasonable, and appropriate estimate thereof the foreseeable damages incurred by the City due to the delay of services. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to City without limiting the City's right to terminate this Agreement for default as provided elsewhere. The Contractor shall remain liable for the full amount of any such delay, damages, or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the contract.

9. **Insurance.** Contractor shall provide insurance as detailed in the RFP. The certificates and the insurance policies required by this Section shall contain a provision that

coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced. City shall be named as an additional insured under all policies of liability insurance required of Contractor. City's acceptance of a deficient certificate of insurance does not waive any insurance requirement of this contract.

10. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against the City, arising directly or indirectly from or out of, or in any way connected with:

- a. any activities during Contractor's past, present or future, during activities pertaining to the Work which directly or indirectly resulted in City Property being contaminated with Hazardous Substances;
- b. the discovery of Hazardous Substances on the City Property whose presence was caused during the Scope of Work by Contractor;
- c. the clean-up of Hazardous Substances on the City Property resulting from Contractor negligence; and
- d. any injury or harm of any type to any person or damage to any property arising out of or relating to negligence by the Contractor. The liabilities, losses, claims, damages, and expenses for which the City is indemnified under this section shall be reimbursable to the City, as and when the obligation of City to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Contractor shall pay such liability, losses, claims, damages and expenses to the City as so incurred within 10 days after notice from the City, itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to City is required where, in the determination of the City, such itemization could be deemed a waiver of attorney-client privilege).

11. **Attorney's Fees.**

- a. If the City is involuntarily made a party defendant to any litigation concerning this Contract or the Property by reason of any act or omission of Contractor, or if the City is made a party to any litigation brought by or against Contractor without any fault on the part of the City, then Contractor shall pay the amounts reasonably incurred and expended by the City, including the reasonable fees of the City's agents and attorneys and all expenses incurred in defense of such

litigation.

- b. In the event of litigation between the City and Contractor concerning enforcement of any right or obligation under this Contract, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation pursuant to ARCP 82

12. **Termination Without Cause.** The City may terminate this Contract for any reason by providing the Contractor with written notice at least 60 days prior to the desired termination date.

13. **Failure of Performance and Notice to Cure.** Should the Contractor fail or refuse to perform the Work in accordance with the requirements of the RFP, the Contractor shall be deemed in default of this Contract. If the Contractor fails within three (3) working days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the City shall, without prejudice to any rights or remedies it may have, have the right to do the following:

- a. Perform the Contractor's work and charge the Contractor the cost thereof, who shall be liable for the payment of same;
- b. Contract with one or more additional contractors to perform such part of the Work as the City shall determine will be most expedient and charge the cost thereof to the Contractor;
- c. Withhold payment of any moneys due the Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the City; and
- d. In the event of an emergency affecting the safety of persons or property, the City may proceed as above without notice.

14. **Termination for Cause.** If the Contractor fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification issued under Section 13, then the City may, in lieu of or in addition to Section 13, issue a second written notification to the Contractor and its surety, if any. Such notice shall state that if the Contractor fails to commence and continue correction of a default within three (3) working days of the written notification, the Agreement will be deemed terminated and the City may complete the Contractor's Work. The City also may furnish those materials, equipment and/or employ such workers or contractors as the City deems necessary to maintain the orderly progress of the Work. All costs incurred by the City in performing the Contractor's Work shall be deducted from any moneys due or to become due the Contractor. The Contractor shall be liable for the payment of any amount by which such expense may exceed any unpaid amounts to which it is due.

15. **Bankruptcy and Termination Absent Cure.** If the Contractor files a petition under the Bankruptcy code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Contract under the applicable provisions of the Bankruptcy Code. The City, while awaiting the decision of the Contractor or its trustee to reject or assume the Contractor's obligations under this Contract and provide adequate assurances of its ability to perform hereunder, may avail itself of such remedies as are available to reasonably continue Contractor's obligations under this Contract.

16. **Disputes.** The parties agree that they will make every attempt to resolve all disputes internally and in good faith. In the event that the disputes regarding this Contract cannot be resolved by the Contractor and City Administration, the Contractor may appeal to the Board of Appeals under the procedures prescribed by the Homer City Code, Sections 14.04.100 - 14.04.110.

17. **Amendments.** Amendments to this contract may be made in writing and must be agreed to by both parties. Either party may propose an amendment by providing written notice to the other at the address provided herein. The contract can be amended to include recycling as proposed by the Contractor.

18. **Notifications.** All notices, demands and requests from Contractor to City shall be given to City at the following address:

City Manager
City of Homer
491 East Pioneer Avenue Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@cityofhomer-ak.gov

All notices, demands or requests from City to Contractor shall be given to Contractor at the following address: _____

19. **General Provisions.**

- a. This Contract shall be governed by the laws of the State of Alaska and the City of Homer. Venue for all disputes arising out of this Contract shall lie in Homer, Alaska.
- b. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- c. The failure of either party hereto to insist, in any one or more instances, upon

the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respects further performance.

- d. This Contract is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

FORMATION

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first set forth above. By executing this Contract, Contractor represents that it possesses the necessary financial resources to fulfill its obligations under the Contract and has the necessary corporate approvals to execute this Contract and perform the Work described herein.

CITY OF HOMER

Contractor.

Melissa Jacobsen, Interim City Manager

Signature

Print Name & Title

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The forgoing instrument was acknowledged before me this _____ day of _____,
20____, by Melissa Jacobsen, Interim City Manager of the City of Homer, an Alaska municipal
corporation, on behalf of the City of Homer.

(SEAL)

Notary Public in and for Alaska

My Commission Expires:_____

STATE OF _____)
) ss.

(County, Borough or Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ as _____ on behalf of ____
_____.

(SEAL)

Notary Public

My Commission Expires:_____