

PROFESSIONAL SERVICES CONTRACT

This professional services agreement is entered into between the Petersburg Borough (Borough), P.O. Box 329, Petersburg, AK 99833, and _____(Contractor), (Address).

Whereas, the Borough has need of Recyclables Collection Services, and

Whereas, Contractor is experienced in this type of activity and has resources at its disposal to perform the work reliably and responsibly as required by the Borough.

In consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. Scope of Work. The Contractor shall perform the services identified in the Borough's Request for Proposals (Section 3) dated February 6, 2014 and the Contractor's submitted proposal dated _____.

The work generally consists of providing all labor and equipment to collect and deliver curbside commingled recycling, commercial cardboard, used office paper and post office recyclables. The Contractor shall provide public notice and notice to customers for all temporary or permanent changes in collection schedule. The Contractor shall abide by their contingency plan for collection of commodities if primary collections staff and equipment are unavailable. The Borough shall maintain a master customer list and make additions or deletions from that list based upon customer requests to the Borough. All requests for starting or ending of service will be forwarded to the Contractor as soon as possible, or weekly at a minimum. Printouts of the customer list shall be provided to the Contractor on a weekly basis.

All considerations of the contracted work will be coordinated through the Public Works Director or his designee.

2. Payment and Other Considerations. Borough shall issue payments for the work described on a monthly basis, according to invoicing provided to the Borough by the Contractor and based upon the agreed fees, also made part of this agreement. Daily collection reports shall be submitted which indicate which customers have been collected, what time of the day they were collected and if they did not have recycling commodities available for collection when the Contractor was at their location. Invoicing will not be considered complete until all collection reports for the month in question has been submitted. The monthly base rate for invoicing shall be _____. Total base fees for the Contract Period **shall not exceed** _____ without signed amendment to this Contract. Payment shall be made within 15 days of the receipt of each complete invoice.

A penalty of \$_____ per event will be applied for each instance where a customer that was enrolled in the Borough's recycling program did not receive service. This shall not apply to customers that failed to have their recycling available for pickup by the Contractor as required by the Petersburg Municipal Code. Any applicable penalties will be subtracted from the monthly invoice and a report provided to the Contractor noting the dates and locations reported by customers for non-delivery of service.

An adjustment fee of \$_____ will be applied to the contractual monthly base rate if the number of customers increases or decreases by more than 10% of the customer base on the date of contract execution. If the customer base increases by 10%, the fee will be added to the Contractor's monthly invoice. If the customer base decreases by 10%, the fee will be subtracted from the Contractor's monthly invoice. The initial customer base shall be determined on the date of contract execution. The initial number of recycling customers is _____.

3. Contract Period The work will be commenced on April 1, 2014 and will continue until June 30, 2015. Future extensions of the Contract must be agreed to in writing and signed by both parties.

4. Changes in the Scope of Work: No additional scope of work under this Agreement shall be performed unless Contractor and Borough have mutually agreed and have executed a written amendment to this Agreement. It is agreed that if the Borough makes changes to the recycling program that will markedly affect the quantity or character of recyclables collected, or require that specialized equipment is employed, the parties shall have the right to renegotiate the terms of the Contract with 30 days written notice.

5. Conflict of Interest. Contractor will not rent or purchase any equipment or materials from, or extend any loan, gratuity or gift to any employee or elected official of the Borough without express prior written approval of the Borough. Contractor warrants that no employee or elected official of the Borough, and no other person or agency, has been employed by Contractor or secured for this contract upon an express or implied agreement or understanding for a bribe, kickback, commission, percentage fee, finder's fee, contingent fee, or brokerage fee.

6. Warranty. Contractor warrants and guarantees that all services performed under this contract shall meet the professional standards of quality and standards of care applicable to the Contractor's profession and the Borough's expectations for orderly, efficient and reliable collection of recyclable commodities.

7. Insurance. Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this contract, policies of insurance and monetary limitations as presented in the project Request for Proposals. The Borough is to be named as an additional insured on Contractor's policies. Contractor shall provide the Borough with certificates of insurance evidencing this before beginning work. All such insurance shall be maintained in force for the entire term of this agreement.

8. Safety. Contractor shall submit to the Borough an Operational Safety Plan that meets all applicable OSHA standards for First Aid, Personal Protective Equipment, Ergonomics and Vehicular Safety. All vehicles utilized during the performance of the contract shall be maintained on a regular basis and shall meet all regulations for a legal, operable vehicle in the State of Alaska. At a minimum, first aid kits and fire extinguishers shall be present on Contractor vehicles at all times.

9. Subcontractors and Suppliers: The Contractor is responsible to the Borough for the acts and omissions of its subcontractors, suppliers and their employees; however, nothing contained in this paragraph shall create a contractual relationship between any subcontractor and supplier and the Borough, nor shall it relieve the Contractor of any liability or obligation under this contract.

10. Jurisdiction, Venue and Costs of Litigation. Contractor agrees that the Superior Court for the State of Alaska has personal and subject matter jurisdiction over Contractor and this contract, and that venue for all disputes is proper in the First Judicial District at Petersburg, Alaska. If the Borough is required to file suit to enforce the provisions of this contract and is the prevailing party, Contractor agrees that the Borough may recover its full reasonable attorney's fees and costs from Contractor.

11. Indemnification. The Contractor shall indemnify, save harmless and defend the Borough, its officers, employees, and agents from all liability, including costs and expenses of defense, for all actions or claims resulting from injuries or damages sustained by any person or property, directly or indirectly, as a result in whole or in part of any error, omission or negligent act of the Contractor or any subcontractor or any person or entity directly or indirectly employed by them in the performance of this contract.

12. Assignment. The Contractor shall not assign or transfer its right, interest, or obligations under this contract without the express prior written consent from the Borough.

13. Default. If the Contractor defaults or fails to perform in accordance with any term of this contract, the Borough may give the Contractor thirty (30) days written notice of the Borough's intent to terminate the agreement. During these thirty days the Contractor will have an opportunity to remedy the default. If Contractor fails to remedy the conditions constituting default within the time allowed, the Borough may terminate the work. Upon termination the Borough may take possession of the work and complete the work by whatever method the Borough selects without further notice.

14. Alaska Law Governs. This Agreement shall be enforced in accordance with the laws of the State of Alaska. In the event that any provision of this Agreement is held to be invalid, the remaining provisions will be given full force and effect.

15. Complete Agreement. This Contract contains the complete agreement of the parties. There are no other terms, conditions or agreements, express or implied, between the parties relating to this contract or the work to be performed under this contract. The contract may only be modified in writing and signed by the Borough and Contractor.

16. Start Date. This contract shall not be in effect until both the Contractor and the Borough Manager have signed it. The Borough shall not pay Contractor for any work performed before both parties sign this contract.

Borough and Contractor acknowledge that they are in agreement with the terms and conditions set forth above.

PETERSBURG BOROUGH

(Contractor)

By: _____
Steve Giesbrecht

By _____
(Principal)

Its: Borough Manager

Its: (Title)

Date: _____

Date: _____

SAMPLE