MUNICIPALITY OF ANCHORAGE

PURCHASING DEPARTMENT

PHONE (907) 343-4590

P.O. Box 196650

ANCHORAGE, ALASKA 99519-6650

INVITATION TO BID NO. 2022B068

Issue Date	Time and Date of Opening	Buyer	Phone Number
11/17/22 9:00	A.M. Alaska Time, December 8, 2022	Ryan Marquis	907-343-4590

ITB No. **2022B068 –Provide Snow Plowing and Removal** to the Municipality of Anchorage (MOA), Anchorage Water and Wastewater Utility (AWWU).

Cover Sheet	Page	1
General Provisions	Pages	2 - 3
Special Provisions	Pages	3 - 4
Bidders Check List	Page	5
Insurance	Pages	6 - 8
Bid Proposal	Pages	9 - 16
Specifications	Consisting	of 7 Pages
Site Maps for Schedule I, II, and III	Consisting	of 62 Pages
Site Maps for Schedule IV	Consisting	of 53 Pages
Sample Contract	Consisting	of 5 Pages
Responsible Bidder Questionnaire	Consisting	of 3 Pages

To be considered for award bids will:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501, <u>prior</u> to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office:
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; http://www.muni.org/Departments/purchasing/Pages/bidding.aspx. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

A non-mandatory Pre-Bid Conference to discuss this Invitation to Bid will be held at 11:00 A.M. Alaska Time, November 23, 2022. The pre-bid conference will be held in the MOA Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501. Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than 10:55 A.M. Alaska Time, November 23, 2022. It is respectfully requested bidders participating in the pre-bid conference via teleconference to please use a land line. FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.

Questions regarding this ITB <u>will</u> be submitted in writing via email to <u>wwpur@muni.org</u>. Written questions <u>will</u> be received no later than <u>12:00 P.M. Alaska Time</u>, <u>November 29</u>, <u>2022</u>. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE

Nikki Martindale

Deputy Purchasing Director

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

- 1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
- 2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
- 3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time**.
- 4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
- 5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
- 6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
- 7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
- 8. Memorandum of contents will be enclosed in each box or package.
- 9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
- 10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
- 12. All specifications and plans referred to in this order will form a part of the contract.
- 13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
- 14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
- 15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
- 16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
- 17. Upon opening bid, abstracts will be posted and available on The MOA Website: www.muni.org
- 18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
 - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

GENERAL PROVISIONS (Continued)

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.
 - In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

- 1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
- 2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is:** Multiple AWWU Locations.
- Bids will not be withdrawn for a period of forty-five (45) days from date of bid opening.
- 4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
- 5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
- 6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
- 7. Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:
 - a. Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code
 - b. Invitation to Bid #, Invitation to Bid Title and Buyer's Name
- 8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.
- 9. NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

SPECIAL PROVISIONS (Continued)

- 10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
- 11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
- 12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
- 13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
- 14. The following will be held in the MOA Purchasing Office, 632 W. 6th Ave, Suite 525, Anchorage, AK 99501:

Pre-Bid Conference at:	11:00 A.M. Alaska Time,	November 23 2022
Bids Opened at:	9:00 A.M. Alaska Time,	December 8 2022

- 15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
- 16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
- 17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
- 18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
- 19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
- 20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, <u>only</u> the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

- A. BID PROPOSAL: Pages 9-16. Page 16 shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE - IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

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INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

<u>GENERAL</u>: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor will maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor will obtain separate insurance certificates for each contract.

<u>ADDITIONAL INSURED</u>: The Municipality of Anchorage will be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies will contain a waiver of subrogation against the Municipality, except Professional Liability. All policies will remain in effect during the life of the contract. The Contractors insurance certificate will also indicate the Municipality of Anchorage as a certificate holder of the policy.

<u>WORKERS COMPENSATION</u>: The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

<u>GENERAL LIABILITY:</u> The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

Commercial General Liability	Minimum Limits
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
Commercial Auto Liability	Minimum Limits
Combined single limit (Bodily Injury and Property	\$1,000,000
Damage)	
Including all owned, hired, and non-owned	
Workers Compensation and Employers Liability	Minimum Limits
Per Alaska statute	\$500,000
Errors and Omissions	Minimum Limits
Professional Liability	limits not less than \$1,000,000 per occurrence and
(Not required unless limits appear in space provided)	\$2,000,000 aggregate.
<u>Umbrella Liability</u>	Minimum Limits
(Not required unless limits appear in space provided)	
\$S.I.R.	

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor will observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) will be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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If yes, describe under DESCRIPTION OF OPERATIONS below
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a
WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
2. CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance
with the Policy Provisions."
CERTIFICATE HOLDER CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED
IN ASSERBANCE THE DOLLAR PROPERTY.
IN ACCORDANCE WITH THE POLICY PROVISIONS.
IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative

BID PROPOSAL

SCHEDULE I

LINE ITEMS		Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Ice Melt Sidewalk	Sanding Sidewalk	Ice Ripping / Parking Lot
1.	AWWU Headquarters (3000 Arctic Blvd)	\$	\$	\$	\$	N/A	\$
2.	AWWU O&M (325 E 94 th Court)	\$	\$	\$	\$	\$	\$
3.	Turpin Septage Receiving	\$	N/A	\$	N/A	N/A	\$
4.	King Street Septage Receiving	\$	N/A	\$	N/A	N/A	\$
5.	Ship Creek 8800 Bald Eagle Dr.	\$	\$	\$	\$	N/A	\$
6.	ERS 9125 Starview Dr.	\$	\$	\$	\$	N/A	\$
Est.	. Callouts Per Year	X 30	X 40	X 20	X 30	X 30	X 30
Est. Cost Per Year		\$	\$	\$	\$	\$	\$

Total Bid Amount of Schedule I \$_

SCHEDULE II

LINE ITEMS		Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Ice Melt Sidewalk	Ice Ripping Parking Lot
1.	PS Landfill Site 15 th St. ¼ mile west of Lake Otis	\$	N/A	\$	N/A	\$
2.	PS 2 1252 W. 12th	\$	N/A	\$	N/A	\$
3.	PS 5 949 E. 36 th – IRS Parking Lot	\$	N/A	\$	N/A	\$
4.	PS 6 Woodside Park, Next to Chester Creek	\$	N/A	\$	N/A	\$
5.	PS 7 1321 Anchorage Port Rd. – In Front of Tesoro Oil Co.	\$	N/A	\$	N/A	\$
6.	PS 8 3967 Locarno Dr & St. Gotthard Ave.	\$	N/A	\$	N/A	\$
7.	PS 10 2121 Pete's PL	\$	N/A	\$	N/A	\$
8.	PS 12 4501 W 100 th	\$	N/A	\$	N/A	\$
9.	PS 29 Southeast Corner of C St. & 16 th Ave	\$	N/A	\$	N/A	\$
10.	PS 30 15120 Davidson Dr.	\$	N/A	\$	N/A	\$
11.	PS 31 17131 Old Seward Hwy	\$	N/A	\$	N/A	\$

SCHEDULE II Cont.

LINE ITEMS		Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Ice Melt Sidewalk	Ice Ripping Parking Lot
	PS 34 5965 Raspberry Rd	\$	N/A	\$	N/A	\$
12	200 Feet West of Kiliak Place on north side of Raspberry Rd.					
13	PS 37 8001 West End Rd.	\$	N/A	\$	N/A	\$
14	PS 38 11680 Hilltop Dr.	\$	N/A	\$	N/A	\$
15	PS 39 8893 Dry Creek Loop	\$	N/A	\$	N/A	\$
16	PS 41 1140 Northpointe Bluff Dr.	\$	N/A	\$	N/A	\$
17	PS 51 Eagle Glenn Park, Intersection of Targhee Loop and Banff St	\$	N/A	\$	N/A	\$
Est. Callouts Per Year		X 30		X 20		X 5
Est. Cost Per Year		\$		\$		\$
Total Bid Amount of Schedule II						\$

SCHEDULE III

LII	NE ITEMS	Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Sanding Sidewalk	Ice Ripping / Removal Parking Lot
1.	PS 53 12317 Lake St.	\$	N/A	\$	N/A	\$
2.	PS 54 18544 Mills Bay Rd.	\$	N/A	\$	N/A	\$
3.	PS 56 Between 19000 Trail Bay Dr and 19027 Mountain Point Dr.	\$	N/A	\$	N/A	\$
4.	PS 57 Eagle River Campground or 9777 Hesterberg Rd.	\$	N/A	\$	N/A	\$
5.	PS 59 North of 16525 Birchwood Loop Rd	\$	N/A	\$	N/A	\$
6.	PS 60 18100 Yellowstone Dr.	\$	N/A	\$	N/A	\$
7.	PS 62 13820 Akers Cir.	\$	N/A	\$	N/A	\$
Es	t. Call-Outs Per Year	X 30		X 20		X 10
Es	t. Cost Per Year	\$		\$		\$

Total Bid Amount of Schedule III \$_____

Vendor Name		

SCHEDULE IV

LINE	ITEMS	Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	lce Melt Sidewalk	Sanding Sidewalk	Ice Ripping / Removal Parking Lot
1.	T-Bird Reservoir 24420 Widgeon Dr	\$	N/A	N/A	N/A	N/A	N/A
2.	T-Bird Booster 24707 Thunderbird Dr	\$	N/A	N/A	N/A	N/A	N/A
3.	Homestead MLV Vault across: 22525 Homestead Rd	\$	N/A	N/A	N/A	N/A	N/A
4.	Knik View West PRV Station 21975 Armas Dr	\$	N/A	N/A	N/A	N/A	N/A
5.	Chugiak MLV Vault 18391 Hillcrest Dr	\$	N/A	N/A	N/A	N/A	N/A
6.	North Access MLV Vault 13495 Powder Ridge Dr	\$	N/A	N/A	N/A	N/A	N/A
7.	Santa Maria Booster Station 17101 Santa Maria Dr	\$	N/A	N/A	N/A	N/A	N/A
8.	Baronoff Booster Station 10350 Old Eagle River Road	\$	N/A	N/A	N/A	N/A	N/A
9.	Meadow Creek Reservoir 11125 Eagle River Lp Rd	\$	N/A	N/A	N/A	N/A	N/A
10.	Norfolk Booster Station #65 10551 Sun Beau Dr	\$	N/A	N/A	N/A	N/A	N/A
11.	Gruening Reservoir 9901 Lee St	\$	N/A	N/A	N/A	N/A	N/A
12.	Eagle River Road Booster 10010 Crest View Ln	\$	N/A	N/A	N/A	N/A	N/A
13.	Eagle River Lane Booster 10105 Eagle River Ln	\$	N/A	N/A	N/A	N/A	N/A
14.	Heritage West Booster 19810 War Admiral Rd	\$	N/A	N/A	N/A	N/A	N/A
15.	Lower Eagle Crossing PRV 19851 Highland Ridge Dr	\$	N/A	N/A	N/A	N/A	N/A
16.	Mountain Vista PRV 9112 Eagle River Ln	\$	N/A	N/A	N/A	N/A	N/A

SCHEDULE IV Cont.

LINE	ITEMS	Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Ice Melt Sidewalk	Sanding Sidewalk	Ice Ripping / Removal Parking Lot
17.	Icefall (Eagle Crossing) PRV 20898 Icefall Dr	\$	N/A	N/A	N/A	N/A	N/A
18.	ARL Booster 15501 E Eagle River Lp Rd	\$	N/A	N/A	N/A	N/A	N/A
19.	Well #4 Mt. View 2941 Commercial Dr	\$	N/A	N/A	N/A	N/A	N/A
20.	Military Reservoir (tank) 4399 Klutina Dr	\$	N/A	N/A	N/A	N/A	N/A
21.	Well #25 4347 Rendezvous Cir	\$	N/A	N/A	N/A	N/A	N/A
22.	Well #10 Klutina 1 5000 Klutina Dr	\$	N/A	N/A	N/A	N/A	N/A
23.	Well #11 Klutina 2 5200 Klutina Dr	\$	N/A	N/A	N/A	N/A	N/A
24.	Chugach Foothills PRV 4343 Tikishla St	\$	N/A	N/A	N/A	N/A	N/A
25.	Reservoirs 3 & 4 6800 E Tudor Rd	\$	N/A	N/A	N/A	N/A	N/A
26.	Well #7 435 E 40 th Ave	\$	N/A	N/A	N/A	N/A	N/A
27.	Well #12 Behind 4040 B St	\$	N/A	N/A	N/A	N/A	N/A
28.	Well #13 Spruce 6351 Spruce St	\$	N/A	N/A	N/A	N/A	N/A
29.	68 th Ave PRV 4265 BLM Rd	\$	N/A	N/A	N/A	N/A	N/A
30.	Abbott Loop MLV 8738 Elmore Rd	\$	N/A	N/A	N/A	N/A	N/A
31.	Service Reservoir (tank) 5131 Abbott Rd	\$	N/A	N/A	N/A	N/A	N/A
32.	Well #29 Service 5301 Abbott Rd	\$	N/A	N/A	N/A	N/A	N/A
33.	Elmore Reservoir 12545 Elmore Rd	\$	N/A	N/A	N/A	N/A	N/A
34.	135 th B.S. (School Supply) 13541 Ervin Rd	\$	N/A	N/A	N/A	N/A	N/A
35.	Turnagain Reservoir (tank) 3411 Eastwind Dr	\$	N/A	N/A	N/A	N/A	N/A

Vendor Name	
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SCHEDULE IV Cont.

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LINE	ITEMS	Snow Removal Parking Lot	Snow Remov al Sidewa Ik	Sanding Parking Lot	Ice Melt Sidewa Ik	Sanding Sidewalk	Ice Ripping/ Removal Parking Lot
36.	SAMS 164 th Booster Station 5823 Prominence Pointe Dr	\$	N/A	N/A	N/A	N/A	N/A
37.	SAMS Line Reservoir 16899 Olena Pointe Cir	\$	N/A	N/A	N/A	N/A	N/A
38.	Southpark PRV Station 15618 Noble Point Dr	\$	N/A	N/A	N/A	N/A	N/A
39.	Bella Vista Reservoir 614 E 81 st Ave	\$	N/A	N/A	N/A	N/A	N/A
40.	92 nd Ave PRV Station 800 E 92 nd Ave	\$	N/A	N/A	N/A	N/A	N/A
41.	Sand Lake Booster Station 8405 Sand Lake Rd	\$	N/A	N/A	N/A	N/A	N/A
42.	Kincaid Reservoir (tank) 7007 Kincaid Rd	\$	N/A	N/A	N/A	N/A	N/A
43.	Chevigny Reservoir (tank) 6300 Chevigny St	\$	N/A	N/A	N/A	N/A	N/A
44.	Eklutna Vault GPS 61. 4521753993041 -149. 37413562631582	\$	N/A	N/A	N/A	N/A	N/A
45.	Edmonds Vault GPS 61.444176755112174 - 149.39097159000693	\$	N/A	N/A	N/A	N/A	N/A
46.	Robinson Vault GP 61.428755942616945 - 149.43213675245516	\$	N/A	N/A	N/A	N/A	N/A
47.	Knik View East PRV Vault - East of 22499 Deer Park Dr	\$	N/A	N/A	N/A	N/A	N/A
48.	Fire Lake PRV Station – 13302 Old Glenn Hwy	\$	N/A	N/A	N/A	N/A	N/A
49.	Dawn Street Booster Station - 11724 Dawn St	\$	N/A	N/A	N/A	N/A	N/A
50.	Hylen Crest Booster Station - 10418 Stewart Dr	\$	N/A	N/A	N/A	N/A	N/A

Vendor Name	
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SCHEDULE IV Cont.

LINE	ITEMS	Snow Removal Parking Lot	Snow Removal Sidewalk	Sanding Parking Lot	Ice Melt Sidewalk	Sanding Sidewalk	Ice Ripping/ Removal Parking Lot
51.	Eagle Crossing Upper PRV Station - 9425 Eagle River Ln	\$	N/A	N/A	N/A	N/A	N/A
52.	Brendlwood Booster Station – 11020 Kaskanak Dr	\$	N/A	N/A	N/A	N/A	N/A
53.	Arctic Valley Vault GPS 61.239974284990794 - 149.68822938037715	\$	N/A	N/A	N/A	N/A	N/A
54.	Robert Rude PRV Station – 9101 Peck Ave	\$	N/A	N/A	N/A	N/A	N/A
55.	Kluane MLV - 8659 Kluane Ave	\$	N/A	N/A	N/A	N/A	N/A
56.	Debarr Prv Station – 8700 Debarr Rd	\$	N/A	N/A	N/A	N/A	N/A
57.	East 32 nd Ave . MLV – 3215 Muldoon Rd	\$	N/A	N/A	N/A	N/A	N/A
58.	Tudor MLV - 6790 E Tudor Rd	\$	N/A	N/A	N/A	N/A	N/A
59.	Bragaw Street MLV – 4709 Elmore Rd	\$	N/A	N/A	N/A	N/A	N/A
60.	MacInees PRV - In ROW North of 1700 E Tudor	\$	N/A	N/A	N/A	N/A	N/A
61.	Well #3 - 1605 E 3rd Ave	\$	N/A	N/A	N/A	N/A	N/A
62.	Chryler PRV - 2603 E 5TH AVE	\$	N/A	N/A	N/A	N/A	N/A
63.	Davis ELV – GPS 61.278186973755616 - 149.63535710742764	\$	N/A	N/A	N/A	N/A	N/A
64.	Hiland ELV – GPS 61.305975706255964 - 149.6117479353317	\$	N/A	N/A	N/A	N/A	N/A
65.	Artillery ELV – GPS 61.32537302602686 - 149.59545408082008	\$	N/A	N/A	N/A	N/A	N/A
66.	Tudor Rd E. PRV Station – At SE corner of Boniface & Tudor	\$	N/A	N/A	N/A	N/A	N/A

Vendor Name	
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SCHEDULE IV Cont.

Est. Call-Outs Per Year	X 30				
Est. Cost Per Year	\$				
		Total B	id Amount of S	chedule IV	\$

NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.

Prompt Payment Discount - Payment Terms Offered	Addendum Acknowledgement
% Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19)	Number(s)is/are hereby acknowledged
The bidder will accept CREDIT CARDS FOR PURCHASES ag ☐ YES	ainst this ITB.
□ NO	

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder(s) in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid(s) will be made by schedule. TO BE CONSIDERED FOR AWARD ON ANY PARTICULAR SCHEDULE, ALL ITEMS WITHIN THAT SCHEDULE MUST BE BID. All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

CONTRACT VOLUME

The MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

PERIOD OF PERFORMANCE

Period of performance will be on an "as required" basis from January 1, 2023 to December 31, 2023, unless terminated sooner, with an option to renew for (4) additional one (1)-year periods at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.

Vendor Name			

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature	Date
Printed Name	Title
Printed Vendor Name	Phone Number
Mailing Address	Fax Number
City, State, Zip Code	Company Email Address
Physical Address of Company (if different from above)	
City, State, Zip Code	

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

Snow Removal for Parking Lots and Sidewalks

SCOPE:

It is the intent of this requirement to obtain the services of a Contractor to take full responsibility for snow plowing, snow hauling, sanding and ice melting "as needed" in order to have the parking lots and sidewalks bare as the weather will permit and provide access to parking spaces during the normal hours of use. Bids will only be considered from Contractors that have the equipment necessary to perform the task.

DESCRIPTION OF WORK:

The work will normally be performed between the hours of 5:30 pm and 6:00 am on AWWU facilities with employees,. Working times may vary at other AWWU location, and no additional payment will be made. However, this time frame shall not preclude day-time plowing operations, if required. The decision of when to plow shall be the responsibility of the Contract Administrator or designee.

NOTE: 325 E 94th Court location, King Street septage receiving station and, Turpin septage receiving station shall ONLY be plowed between the hours of 5:30 p.m. and 5:00 am. If it is determined by the Contractor that the plowing cannot be completed by 5:30 a.m., plowing will be done that evening.

The Contractor is to maintain a written log of snow removal and sanding process by event. Logs should identify date, time, weather conditions, and services provided. This log shall be made available to the Contract Administrator with the monthly invoice.

a. SNOW REMOVAL FROM PARKING LOTS AND SIDEWALKS:

The Contractor shall have sufficient personnel and equipment to begin snow removal services on all schedules within two (2) hours of verbal notification by the Contract Administrator or designee.

Snow shall be removed from sidewalk areas down to the top of existing concrete or asphalt. In general, snow removal from sidewalks will be accomplished after a one (1) inch accumulation is reached.

Snow shall be removed from parking lot areas down to the existing surface. Snow removal from parking lots will be accomplished after a three (3) inch accumulation has been reached.

Snow removal from parking lots and sidewalks shall not proceed without the direct authorization of the Contract Administrator or designee

The following items are to be used as general procedures to follow during snow removal of the parking lots and sidewalks.

- 1. All emergency exits shall be kept clear
- 2. All fire hydrants will be kept clear and visible
- 3. Snow shall not be piled on shrubs or trees
- 4. ADA curb cuts and parking spots shall be kept cleared at all times.
- 5. Do not stack snow around buildings

Snow removed from parking lots and sidewalks may be stacked as designated for stacking as referenced in Appendix A. Snow and ice shall not be transferred from one snow removal location to another for the purpose of stacking or storing. The Contractor must coordinate all snow and ice stacking activities with the Contract Administrator prior to beginning of the first snowfall. If an excessive amount of snow and ice accumulates in the stacking areas AWWU reserves the right to remove the snow and ice from those areas by whatever means the AWWU deems is in its best interest.

Snow Removal for Parking Lots and Sidewalks

AWWU vehicles will be moved by AWWU in parking lots to allow complete snow removal. Complete snow and ice removal may require the Contractor to return to the work area after the next working day to remove snow and ice from areas where AWWU vehicles were parked. No additional payment will be due the Contractor for performance of this requirement.

b. SANDING PARKING LOTS AND SIDEWALKS:

The Contractor shall spread a thin even layer of a mixture of sand over parking lots. A mechanical spreader shall be used in parking lot areas to ensure the sand is spread evenly. If requested, the Contractor shall spread a thin, even layer of sand over sidewalk areas. Hand spreading tools may be used to complete this work.

c. ICE MELT SIDEWALKS:

The Contractor shall spread a thin even layer of ice melt over the sidewalks. Hand spreading tools may be used to complete this work.

EQUIPMENT:

The Contractor will be responsible for providing alternate equipment for scheduled services in the event the Contractor's equipment becomes faulty. At no time will faulty equipment be an excuse for not performing a particular service described in the Contract Documents. Alternate equipment must be available and be delivered to the applicable location within sixty (60) minutes of determination of need, due to breakdown of dedicated equipment. The Contractor shall not store any equipment at the parking lot site without the approval of the Contract Administrator.

If the Contractor fails to provide snow removal services as specified in the contract documents for any reason, the Municipality of Anchorage shall complete the work by procuring the services required from another entity. The Contractor will then be obligated to reimburse AWWU for the amount required to provide the service.

- a. As a minimum the Contractor shall provide and make available all necessary equipment to perform the task the AWWU contract. The equipment, before being accepted for actual work, must be in proper mechanical condition fully equipped as required for efficient option, be properly registered and insured in accordance with the laws of the State of Alaska, and must be equipped with accessories to meet existing conditions.
- b. All vehicles must be maintained in good operational repair, appearance, and sanitary conditions at all times. AWWU shall have the right to "shut down" immediately, upon inspection, any vehicle deemed unsafe or unsatisfactory during performance of this contract.
- c. The Contractor shall furnish AWWU with a list identifying all equipment to be used in fulfilling this contract. The Contractor shall notify AWWU of any additions or deletions throughout the life of the contract. The list as shown on Attachment B, Contract's Information Report shall be submitted to the Contract Administrator within three (3) working days from bid opening. Any Changes in the Contractor's vehicles/equipment from the original equipment must have prior approval of AWWU
- d. All equipment listed must be made available for inspection if requested by the Contract Administrator within forty-eight (48) hours during the contract period.
- e. All equipment must be equipped in accordance with state and municipal laws

Snow Removal for Parking Lots and Sidewalks

f. Failure of the apparent low bidder to comply with any of the requirements listed above may result in the rejection of his/her bid proposal.

LABOR REQUIREMENT:

The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers to ensure they are operated safely and efficiently. The Contractor shall furnish additional drivers to relieve the regular drivers when extended periods of work require it.

The Contractor shall employ and use only competent people in the execution of this contract. Whenever the Municipality notifies the Contractor that any person employed by the Contractor for the execution of this contract is incompetent, unsafe, disorderly, or otherwise performing in an unsatisfactory manner, such person shall be replaced and not used again, for work covered by the contract.

5. MATERIALS:

The Contractor shall be required to supply all materials needed for completion of the work. Material costs are incidental to the bid items and no additional payment will be due the Contractor for materials used to accomplish the work required. All materials supplied must be compatible with the intended use and/or must meet the following requirements:

a. SAND:

Aggregate shall be sound, durable, and free of adherent coatings of clay, dust or any other objectionable matter and shall have a percentage of wear not to exceed 50 after 500 revolutions as determined by ASTM C-131.

Aggregate graduation shall conform to the following grading limits:

3/8"	Screen	100%	Passing
#4	Screen	70-100%	Passing
#8	Screen	0-35%	Passing
#16	Screen	0-10%	Passing
#30	Screen	0-5%	Passing
#200	Screen	0-1%	Passing

The Contractor shall have a gradient test conducted on the sand proposed for use in this contract. The results shall be submitted to the Contract Administrator for product usage approval prior to the start of the winter snow removal season. Sand proposed for use in this contract may be rejected if the specification requirements are not met. The Contract Administrator reserves the right to conduct gradient tests of the material at any time.

b. ICE MELTING PRODUCTS:

Ice melting products supplied for this contract shall not be harmful to any vegetation or cause damage to concrete sidewalks, ramps, stairs, etc. The contractor shall provide SAFETY SHEETS (SDS) and descriptive literature for the approval by the Contract Administrator within seven (7) days from date of award

Snow Removal for Parking Lots and Sidewalks

6. DAMAGE AND ACCIDENTS:

a. ACCIDENT REPORTS:

The Contractor shall immediately notify Anchorage Police Department of all accidents involving his vehicles while operating under these contract requirements.

The Contractor shall submit a written report to the Contract Administrator within twenty-four (24) hours from the time any incident or accident occurs as a result of snow and ice removal activities. Such reports shall describe the time, place, and circumstances surrounding the incident or accident, the names of parties involved and witness's names.

The Contractor shall be responsible for correcting any accidental damage caused by his snow removal activities to the satisfaction of the Municipality and/or the affected party. See 6b.

b. DAMAGE:

The Contractor shall take every precaution to protect all areas adjacent to sidewalks and parking lots from damage caused by snow removal personnel, equipment and/or ice melting products.

Prior to the beginning of the snow removal season the Contractor shall inspect the snow removal areas and submit a written report to the Contract Administrator which lists all existing damaged curbs, sidewalks, signs, asphalt, landscaping, etc.

At the end of the snow removal season, the Contract Administrator will inspect the snow removal areas to determine if any new damage is evident. The Contractor shall be required to correct the new damage caused by his/her snow removal activities within fourteen (14) days of notification, unless the damage must be completed in the Spring, from the Contract Administrator, if they are deemed qualified to make said repairs. AWWU has the option to have either AWWU departments or third-party vendors make repairs at the expense of the Contractor if the Contractor is deemed unqualified for the repair work.

AWWU shall not incur any additional costs for repairs due to damage or negligence. All repairs shall be inspected by the Contract Administrator and approved as qualified.

7. CONTRACT ADDITIONS/DELETIONS:

The Contract Administrator may require additional work during the contract period on an infrequent basis. This work may include steam thawing, water pumping, ice removal from drainage intakes, and other work associated with winter parking lot and sidewalk maintenance, but not specifically addressed under the listed bid items.

If this type of additional work is required by the Contract Administrator, the Contractor shall be notified and will provide an estimated cost for performing the work to the Contract Administrator for approval prior to accomplishing the work. After receiving approval of the estimated cost, the Contractor shall proceed with the work on a time and material basis. AWWU will pay the fair market rental "as agreed to by both parties" on all specialized equipment requested by AWWU. Agreement as to the fair market rental must be made prior to use of the requested equipment. The final cost of the work shall not exceed the approved estimate. If the final cost of the work is less than the approved estimate the Contractor shall invoice the Municipality for the lesser amount.

AWWU may also notify the Contractor of its intention to add a parking lot and/or sidewalk to an existing schedule. After notification the Contractor shall submit estimated costs for performing all pertinent schedule items to the Contract Administrator for approval. If a price is agreed to, the appropriate

Snow Removal for Parking Lots and Sidewalks

contract changes shall be made. The Municipality reserves the right to add additional work without affecting the price of existing bid items.

8. PRIORITY FOR SNOW REMOVAL:

In the event of a heavy snowfall, which would limit the response, the following priorities have been established, but are subject to the direction of the Contract Administrator or designee.

- a. 3000 Arctic Blvd
- b. 6532 Boundary Ave (Turpin septage receiving station)
- c. 597 E 92nd Ave (King Street septage receiving station)
- d. 325 E. 94th Court

9. CONTRACT DISCREPANCIES:

The Contractor's failure to provide a service required by this contract will be grounds for AWWU to issue a Contract Discrepancy Notice to the Contractor. The notice will be issued to the contractor verbally and/or in writing. If a discrepancy is not corrected within two (2) working hours from the time it is issued, the Municipality may issue another Contract Discrepancy Notice and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the Municipality for the amount required to correct the problem.

If a contractor gets more than four (4) Contract Discrepancy Notices in a 30-day period, this shall be grounds for AWWU to terminate the contract.

10. PERFORMANCE PERIOD:

The performance period of any resulting contract shall be from January 1, 2023 through December 31, 2023 or sooner with an option to renew for four (4) one (1) year periods upon mutual consent.

11. WORK PERFORMED BY OTHERS:

AWWU reserves the right to perform any or all work required by this contract. AWWU also reserves the right to accomplish additional work in the contract area, which is not specifically required by this contract.

12. CONTRACT ADMINISTRATION:

The Contract Administrator for this contract will be the Director of the Operations and Maintenance Division or his designee(s).

The successful Contractor shall supply the names of two persons able to represent the Contractor in every aspect pertaining to the work required by these specifications to the Contract Administrator within twenty-four (24) hours of award of any resulting contract.

The Contractor shall maintain phone service twenty-four (24) hours a day for the purpose of receiving call-out notices. The appropriate phone numbers shall be supplied to the Contract Administrator within

Snow Removal for Parking Lots and Sidewalks

twenty-four (24) hours of award of any resulting contract. Failing to be able to contact the Contractor, AWWU reserves the right to complete the required services and any expenses occurred by owner shall be deducted from monies due to the contractor. Failure to answer and/or return calls will be considered a material breach of the contract.

13. CONTRACTOR QUALIFICATIONS:

The bidder must have experience in the snow removal contracting business and be able to show evidence of the successful completion of previous complex snow removal contracts.

AWWU may require within three (3) working days of bid opening a statement of experience that includes:

- a. Years of experience in this field. Three years of snow removal business experience is required which is equal in scope to the services being bid.
- b. List of former snow removal contracts, the scope of those contracts and the value of those contracts.
- c. Appropriate local references.
- d. A list of locations of the proposed contractor-supplied snow dump areas and the appropriate permits required to utilize the snow dump areas.

14. LICENSES:

Bidders shall possess a valid Alaska business license and any other licenses permits, certifications, etc., required to perform the work described herein.

15. PAYMENT:

Payment for work completed will be made in accordance with the prices agreed to in each bid schedule. Invoices shall be submitted to the Contract Administrator on a monthly basis. Invoices shall list Contract Number, Purchase Order #, Snow Removal Area, Type of Work Provided, Date the Work was Accomplished, Cost of Each Type of Work, Subtotal, and, Total Costs. Prior to submitting the first invoice the Contractor shall contact the Contract Administrator to discuss and clarify the invoicing requirements.

Additional work shall be paid at the cost approved by the Contract Administrator. Additional work shall be paid on a time and material basis which shall not exceed approved estimates. Invoices shall list in detail the work accomplished, the date the work was accomplished, hours worked, equipment utilized, materials used, associated costs and total costs.

A deduction from the Contractor's payment request may be made by the Contract Administrator for Contractor non-compliance. The amount shall equal all costs incurred by the Municipality for performing or correcting the service in question.

All invoices shall be emailed to: awwu.expeditors@awwu.biz

16. NON-WAIVER:

The failure of AWWU to insist upon strict compliance with any of the terms of this contract shall not constitute a waiver by AWWU of its rights with respect to performance rendered thereafter to insist

Snow Removal for Parking Lots and Sidewalks

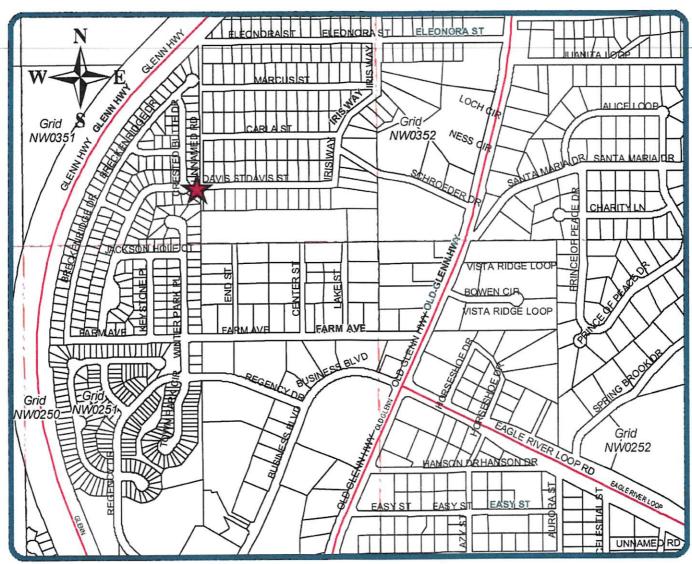
upon full and strict compliance with the exact terms of this contract.

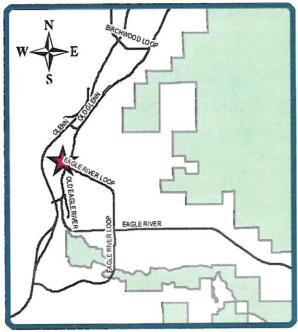
17. ASSIGNMENTS:

The parties agree that any assignment by the Contractor of his interest in any part of this agreement shall be voided and any attempt by the Contractor to assign rights or delegate duties under this agreement shall immediately terminate this agreement without liability to AWWU for work performed after the date of such attempted assignment or delegation.

3000 Arctic Blvd AWWU headquarters West 30th Avenue

NEW

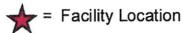




Maps Not-to-Scale

Maps Created on 9/15/2004

Anchorage Water & Wastewater Utility



PUMP STATION 53 SITE - WMS LOCATION ID = 19942

ADDRESS = 12317 Lake St.

DRIVING DIRECTIONS: From the Old Glenn Highway in Downtown Eagle River drive West on Farm Ave. Turn right on Lake St. The Pump Station is on the right in the middle of the Block. use a BSL to access the Hatch and the very small building.

Additional information

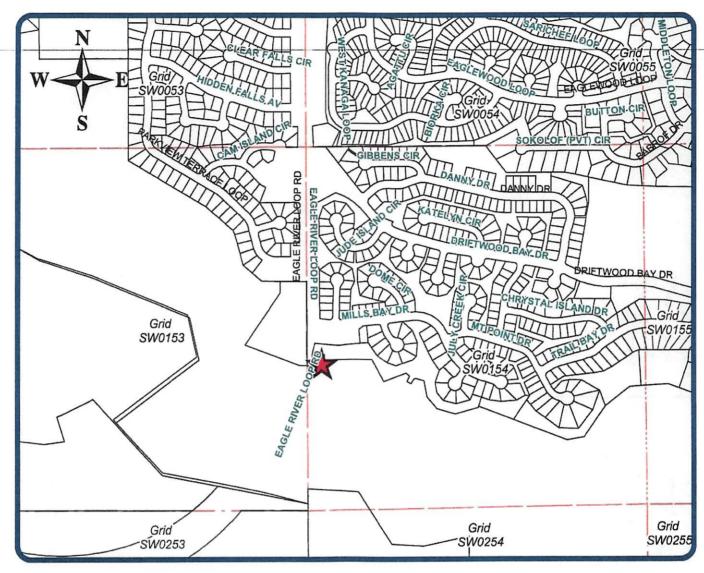
Pump Station 53:



Note: Be careful to straddle the vault hatch to avoid too much weight on the hatch.

Pump Station 521



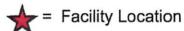




Maps Not-to-Scale

Maps Created on 9/15/2004

Anchorage Water & Wastewater Utility



PUMP STATION 54 SITE - WMS LOCATION ID = 19943

ADDRESS = 18544 Mills Bay Rd.

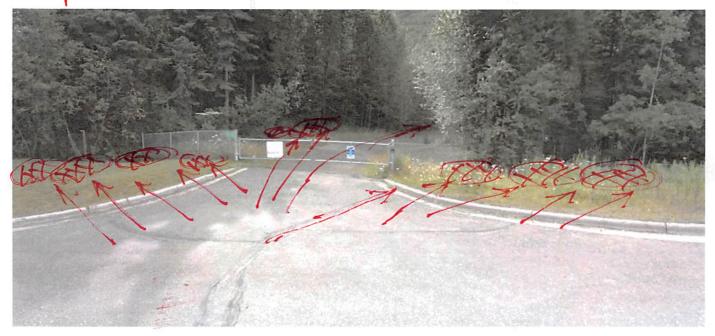
DRIVING DIRECTIONS: From the Glenn Highway take the Eagle River Loop/ Hiland Rd. Exit. Turn to the right onto Eagle River Loop Rd. From loop Rd. turn right on Mills Bay Rd. The gate is first right off Mills 'Bay Rd. Use BSL key on the gates and WW key to access Building.

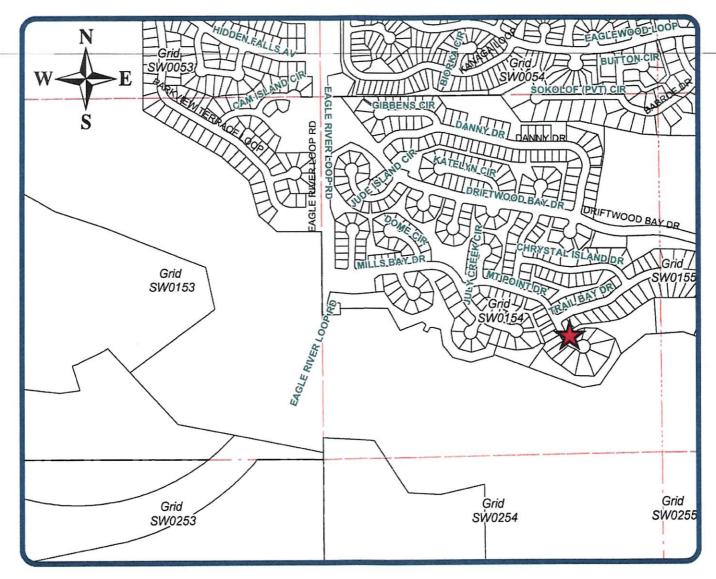
Additional information

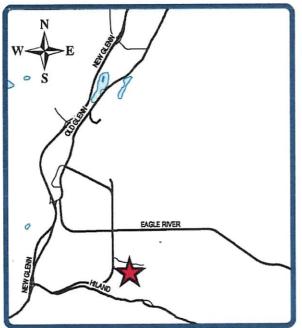
Pump Station 54:



Need to push snow OVER embankment all winder to save space.



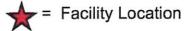




Maps Not-to-Scale

Maps Created on 9/15/2004

Anchorage Water & Wastewater Utility



PUMP STATION 56 SITE - WMS LOCATION ID = 19947

ADDRESS = Between 19000 Trail Bay Drive and 19027 Mountain Point Dr.

DRIVING DIRECTIONS: From the Glenn Highway take the Eagle River Loop/ Hiland Rd. Exit Turn to the right onto Eagle River Loop Rd. From Loop Rd. turn right on Mills Bay Dr. Turn left onto Mountain Point Dr. Pump Station is on the left just past the intersection with Trail Bay Dr. Use a BSL key to access hatch.

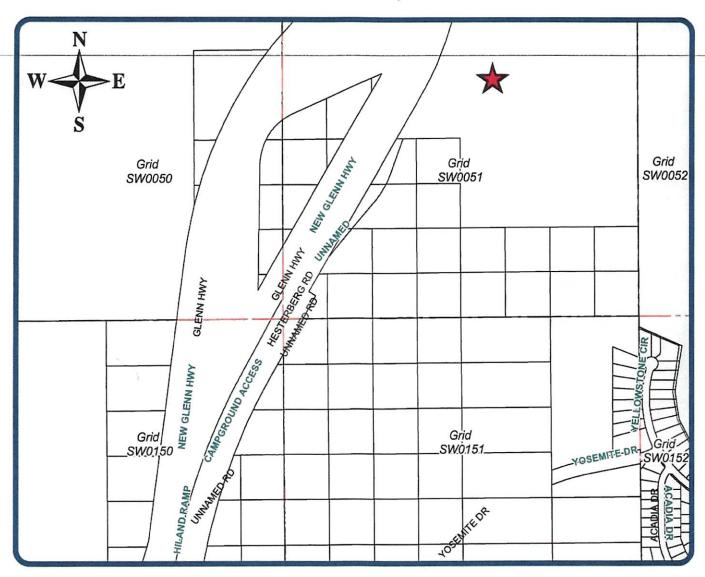
Additional information

Pump Station #56:





sperd Bumpi

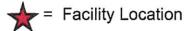




Maps Not-to-Scale

Maps Created on 9/16/2004

Anchorage Water & Wastewater Utility



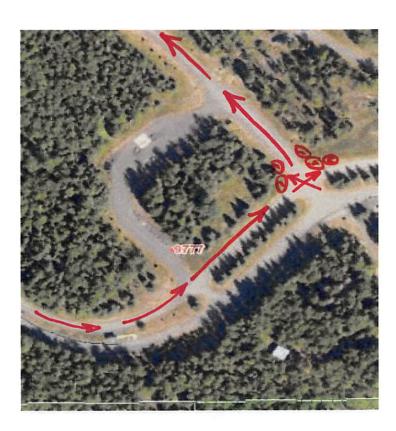
PUMP STATION 57 SITE - WMS LOCATION ID = 19947

ADDRESS = Eagle River Campground or 9777 Hesterberg Rd.

DRIVING DIRECTIONS: From the Glenn Highway take the Eagle River Loop/Hiland Rd. Exit. Do not veer to the right onto Loop Rd. but pull straight up to the stop sign and cross the Loop Rd. onto Hesterberg Rd. Follow the road all the way down the Hill, through the campground down to the river. Pump station is at the end of the parking lot. Use a WW key to access the building.

Pump Station #57, Eagle River Campground:





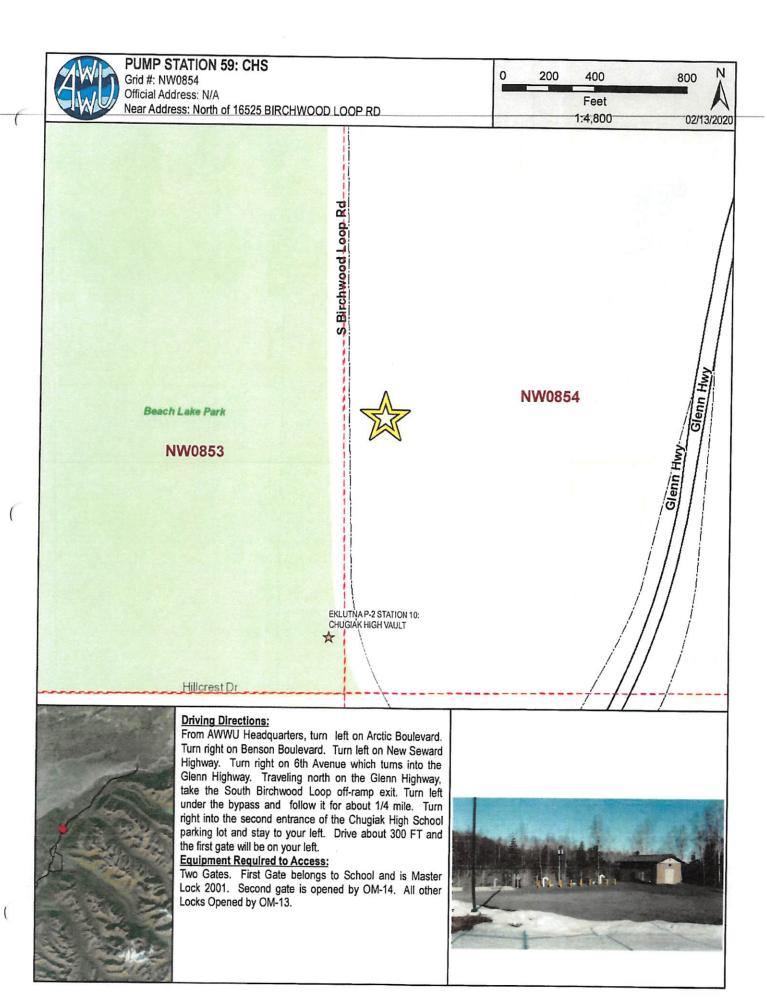
Plow Route #2, Eagle River Sites:

Pump Station #57, Eagle River Campground:

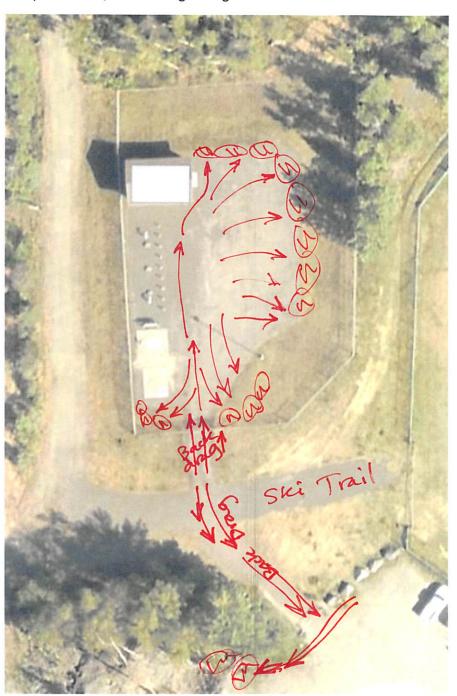


Note:

Heavy duty plow truck with extra weight is required for this (and other sites). The road is long and steep in places and needs to maintained / plowed wide so it doesn't get too narrow from successive snow falls.

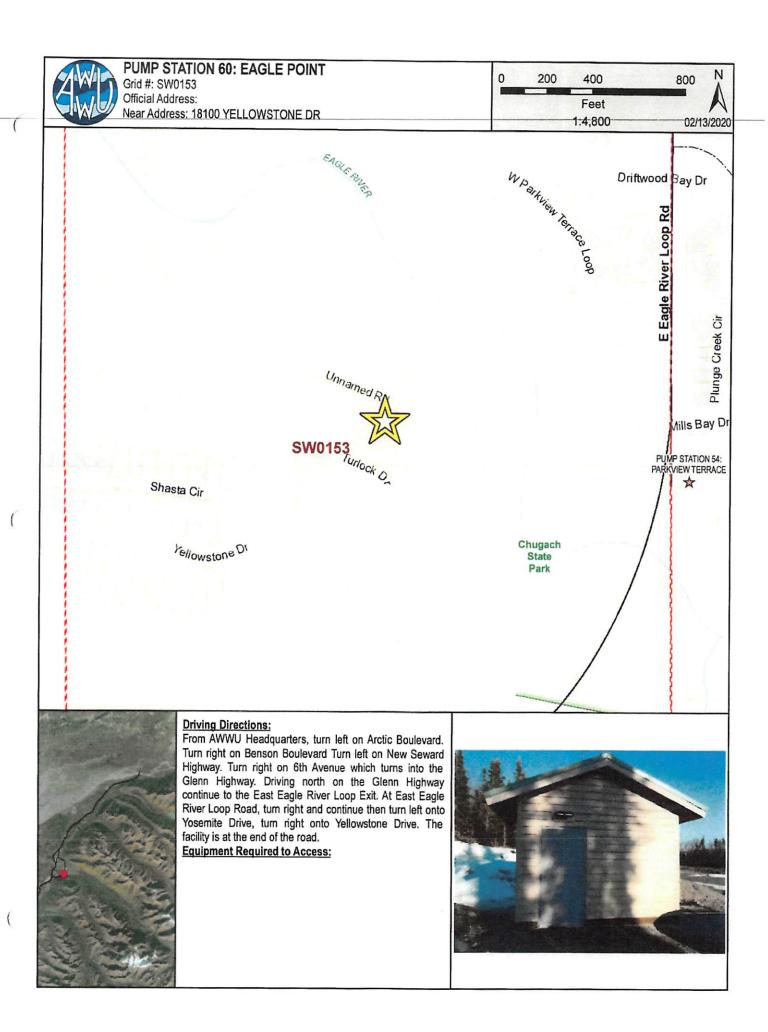


Pump Station 59, Behind Chugach High School:



Note: with partial plan supped, back into the facility from the ski trail.

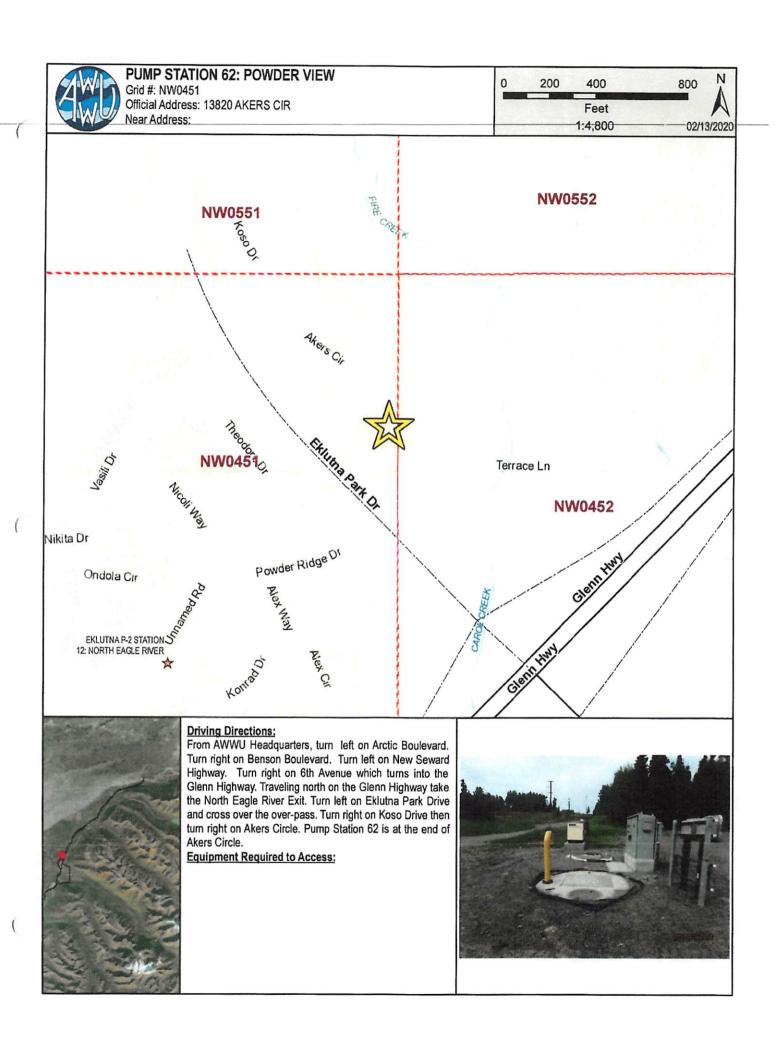
After plowing the site be sure and back drag your tire tracks that are rutted across the groomed cross country ski tracks so we keep everyone happy at this multi-agency site. Drop your plow only part way to re-groom across the ski trail.



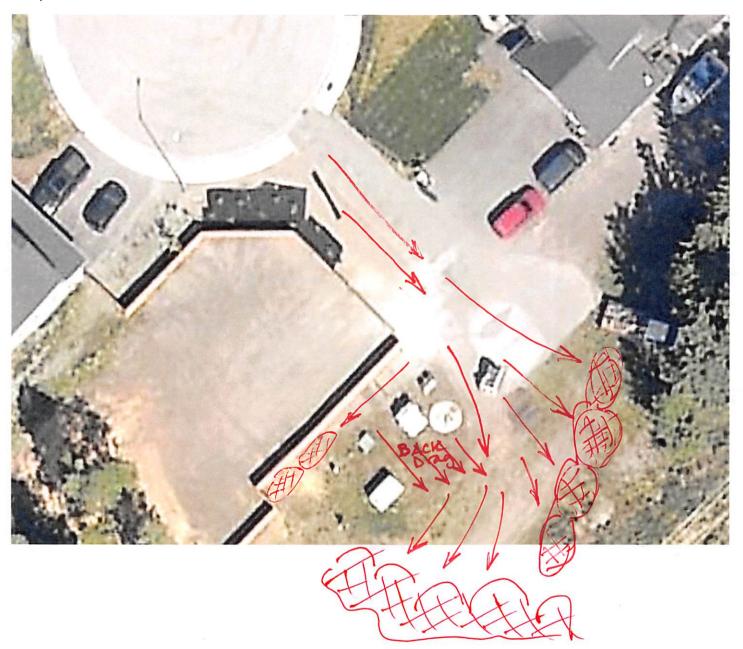
Pump Station #60: Note: Up until 2021, we used to have to plow the road all the way in from the end of Yellowstone Drive, but recent new home construction in the area usually reduces plowing to just our site.





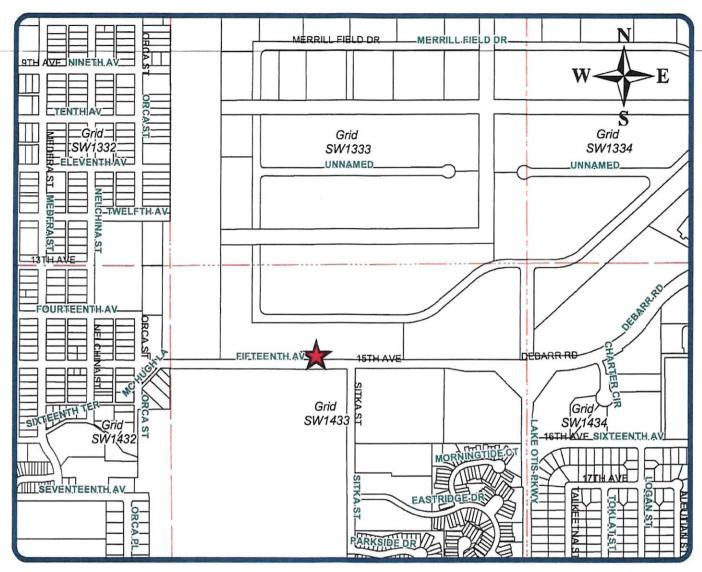


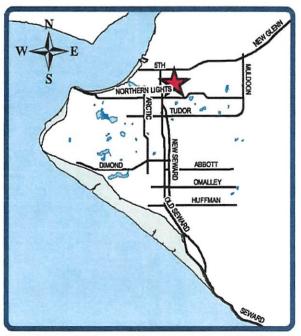
Pump Station #62:





325 E 94th Court AWWU O&M campus





Maps Not-to-Scale

Maps Created on 9/16/2004





= Facility Location

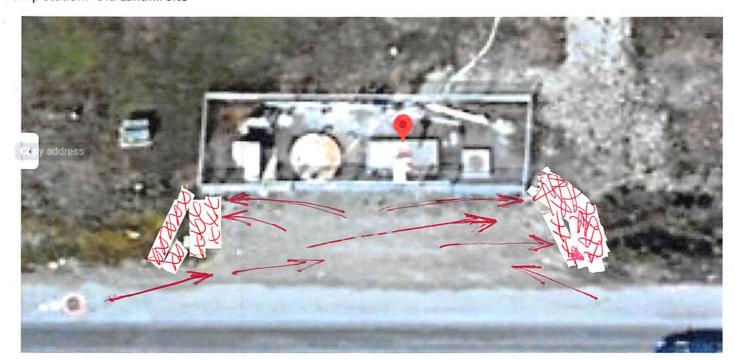
PUMP STATION Landfill SITE - WMS LOCATION ID = 19920

ADDRESS = 15th St. 1/4 mile west of Lake Otis Blvd.

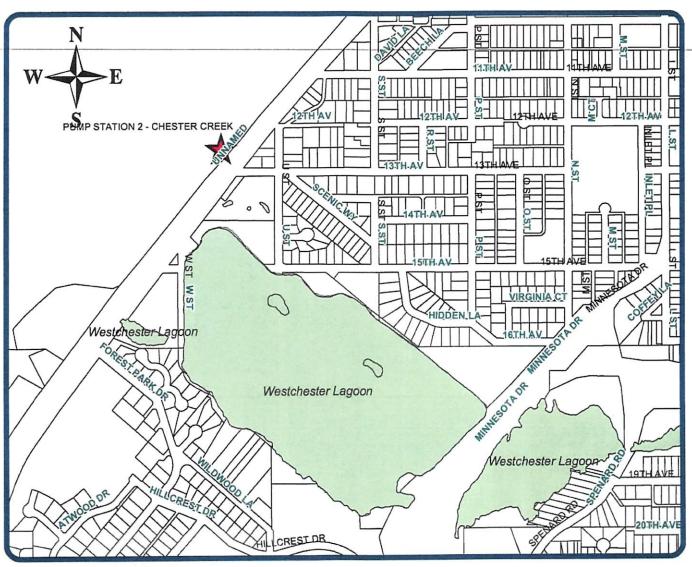
DRIVING DIRECTIONS: From Northern Lights Blvd. drive North on Lake Otis. Turn left at 15th Ave. Pump Station is on the right approx. 1/4 mile after turn. Use a BSL key to access hatch.

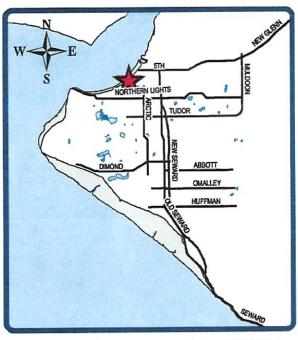


Pump Station: Old Landfill Site









maps created on 5/12/2004 Maps Not-to-Scale





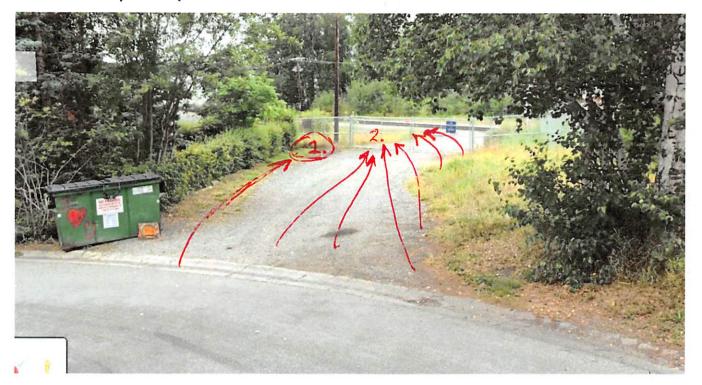
= Facility Location

PUMP STATION 2 SITE -WMS LOCATION ID = '19914'

ADDRESS = 1252 w. 12th

DRIVING DIRECTIONS: Take Minnesota north till it turns into I St. Turn left on 11th St. Drive till 11th runs out (aprox 1 mile) and follow the curve around and turn right at 12th & U St. the gate is BSL and the door of the above ground facility is a WW key.

Pump Station #2 Ewbry



Snow Pile #1: Far left in front of locked gate (Only one pass to clean along the bushes at left.

Snow on the rest of the entry road goes through the gate and OVER the embankment past gate at far left to snow pile #2.

Important for this station? Leave no snow berms crossing the train tracks.

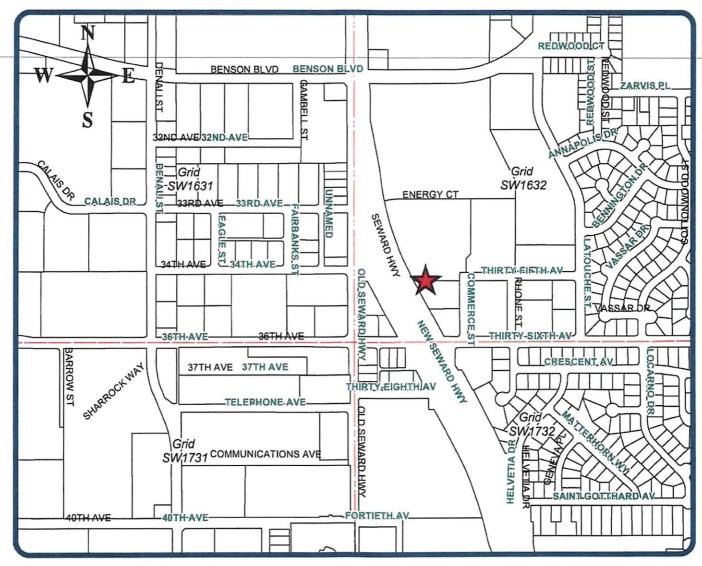
Pump Station # 2

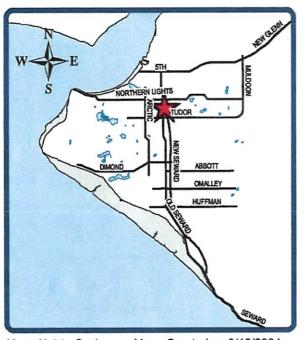


Snow pile #1: Far left in front of locked gate

Snow pile #2: Far left past open gate (be sure and push snow OVER the embankment so you don't shrink your space over the winter.

Snow pile #6: Push back up the hill but pile between the road and the train tracks in the available space.





Maps Not-to-Scale

Maps Created on 8/18/2004

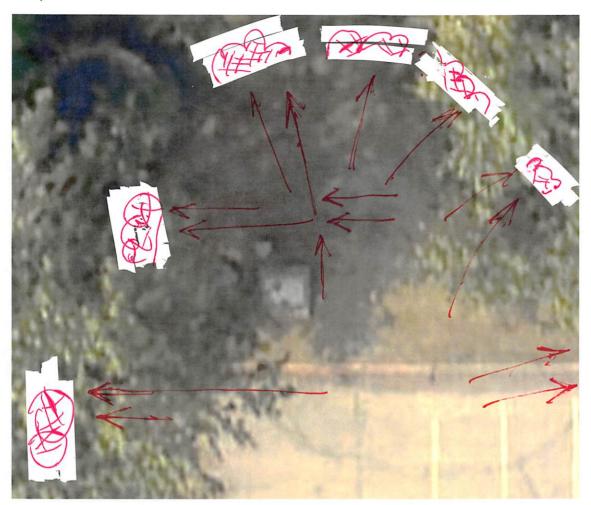


PUMP STATION 5 SITE - WMS LOCATION ID = 18963'

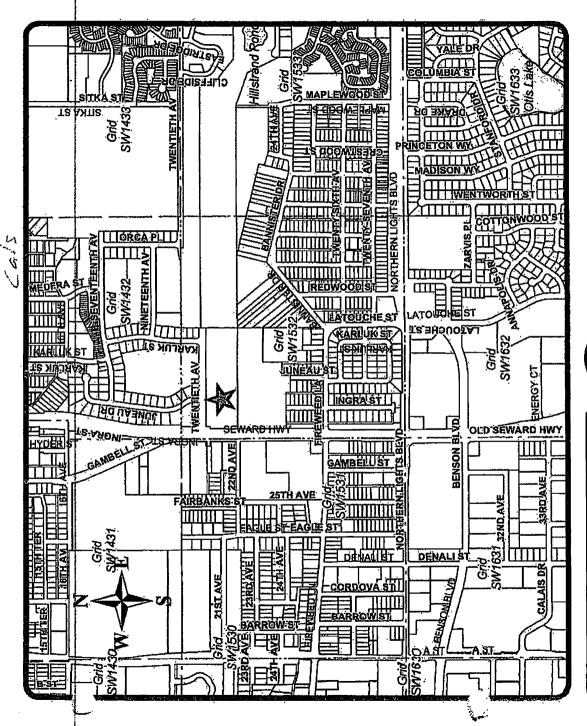
ADDRESS = 949 E. 36th- Veco parking lot

DRIVING DIRECTIONS: Take the New Seward Highway to 36th Ave. and turn East on 36th Turn left on Rhone st. take the 2nd left into the Veco parking lot. Continue straight through lot. You will cross Commerce st. and the above ground building will be on the right. Use a WW key to access building and a BSL to open hatch.

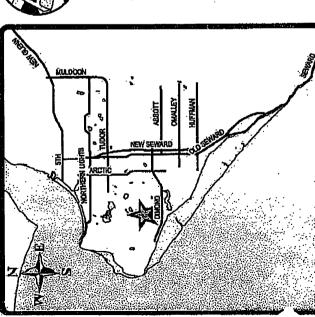
Pump Station #5:







okalastania tikus tekit dastaman manan milimakasi taha jinga terditan menggi taha penggi kanggi taha salah tah



Maps Net-to-Scale Maps Created on 8/17/2004

Anchorage Water & Wastewater Utility

= Facility Location

PUMP STATION 6 SITE - WMS LOCATION ID = 19842

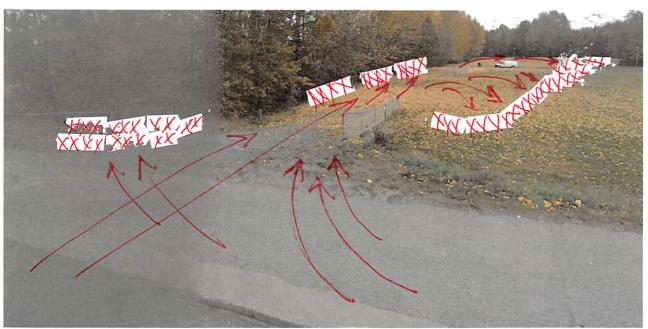
ADDRESS = Woodside Park, next to Chester Creek.

DRIVING DIRECTION: Drive north on the New Seward Highway. After passing the Fireweed Lane intersection take the next right into Woodside Park, just before 20th Ave., across from Worthington Ford. Use a BSL key to open the gate, small round hatch opens with a BSL key also.

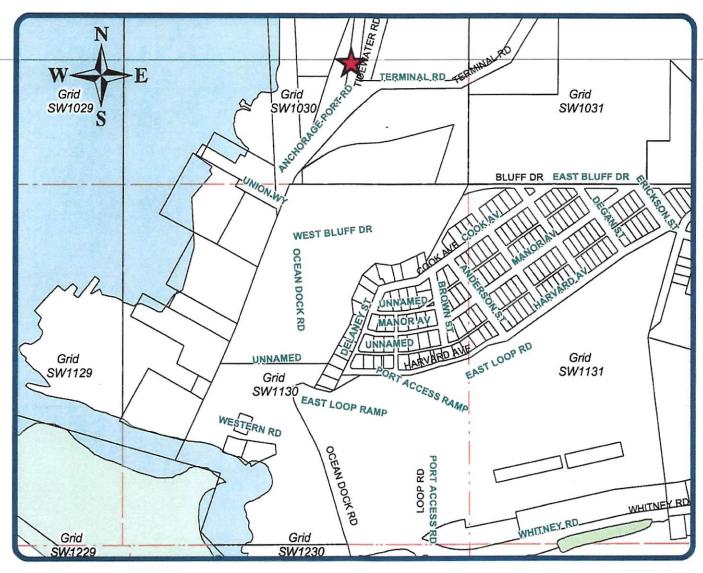
Plow Roude #2 Anchorage Sites

Pump Station #6, Woodside Park next to Chester Creek, Entry:

Note: Do this site early as you have to back out across all 4 lanes of the New Seward Hwy





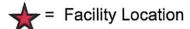




Maps Not-to-Scale

Maps Created on 8/18/2004

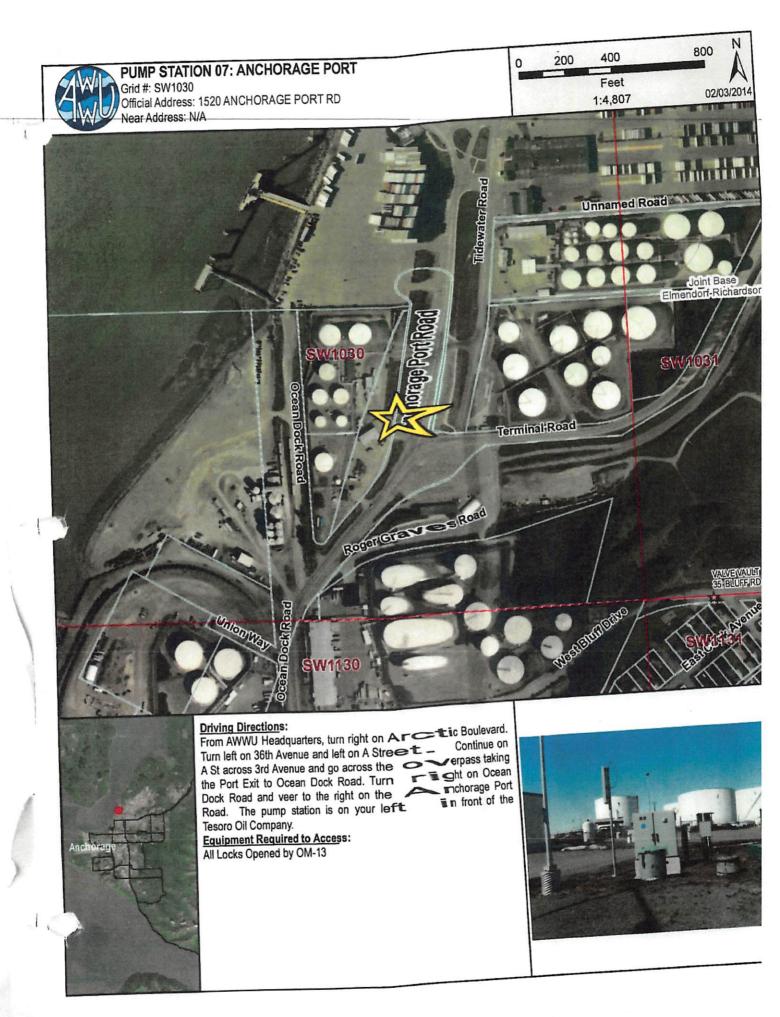
Anchorage Water & Wastewater Utility

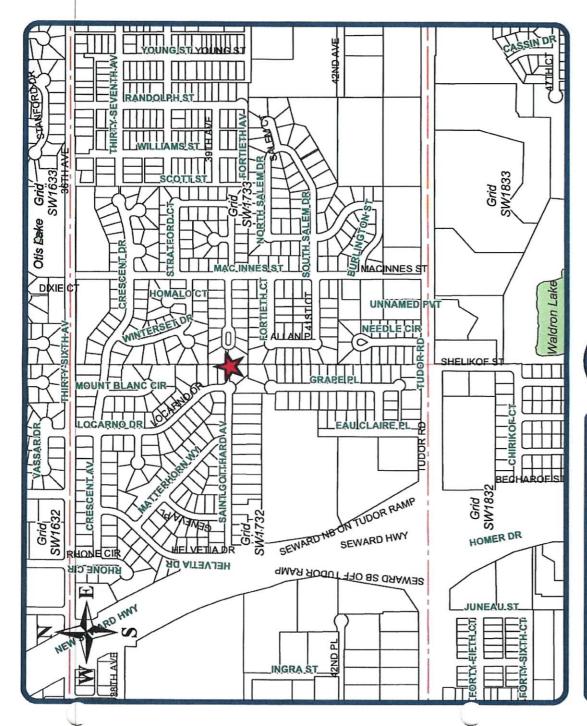


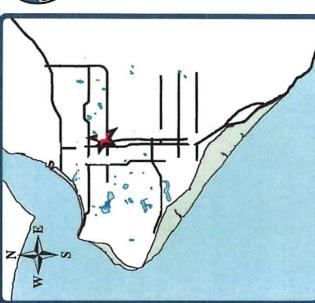
PUMP STATION 7 SITE - WMS LOCATION ID = 19847

ADDRESS = 1321 Port Rd. - in front of Tesoro Oil Co.

DRIVING DIRECTIONS: Drive north on C st. all the way through downtown ,across 3rd Ave. , go across the overpass and take the Port exit to Ocean Dock Rd. pump station is on your left in front of Tesoro Oil Co. Use a BSL key to open hatch.





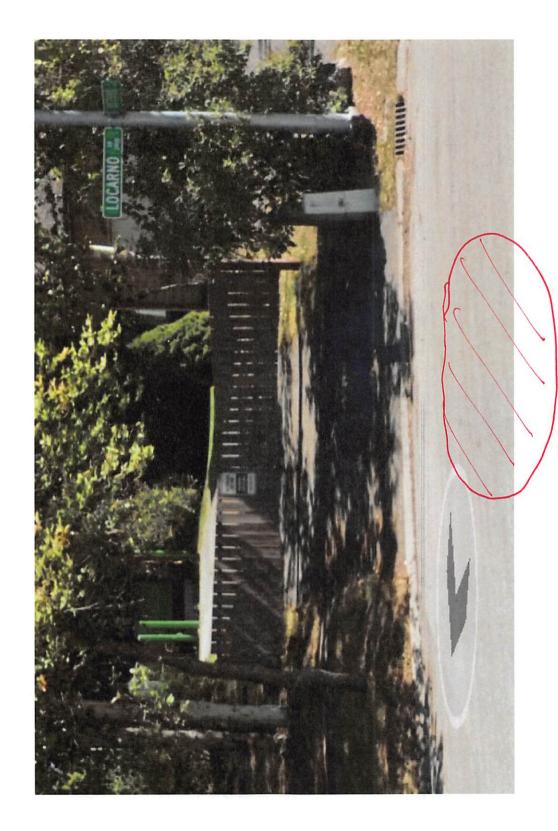


Maps Not-to-Scale Maps Created on 8/18/2004

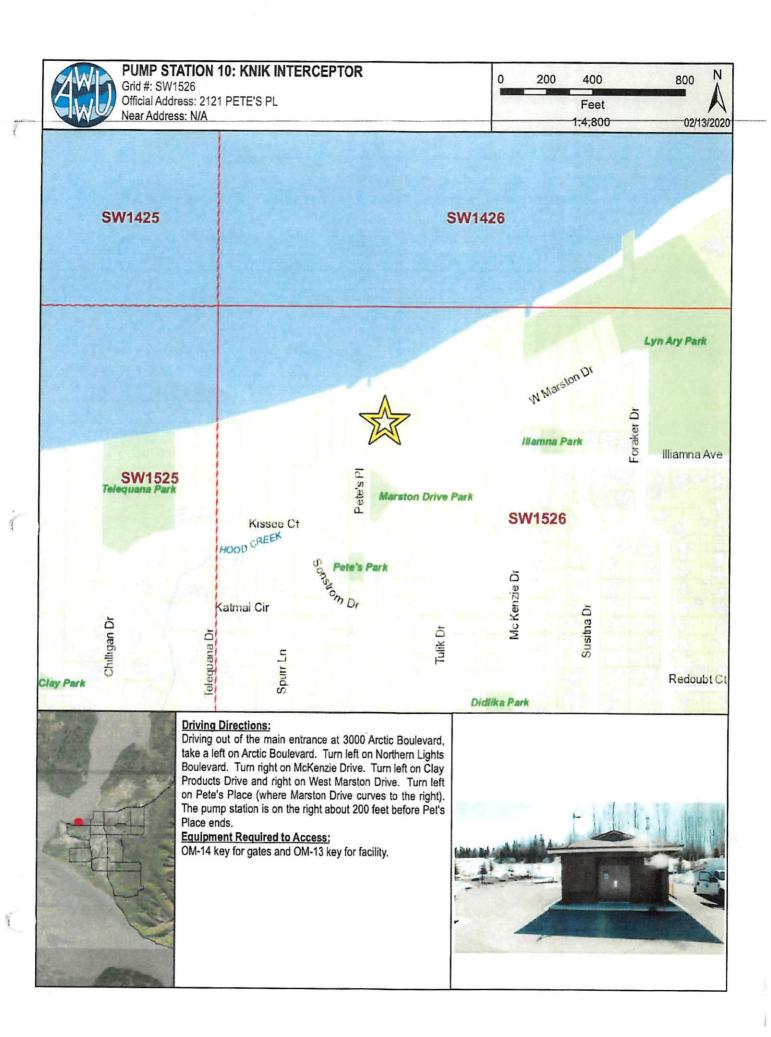
PUMP STATION 8 SITE - WMS LOCATION ID = 19849

ADDRESS = 3967 Locarno Dr. & St. Gotthard Ave.

DRIVING DIRECTIONS: Take the New Seward Highway to 36th Ave. and turn East on 36th. Turn right on Locarno Dr. The road winds around till you come to the intersection /circle drive of St. Gotthard & Locarno.The Pump station is between the house addresses of 3967 Locarno & 1460 St. Gotthard. Use a BSL key for the gate and the hatch.

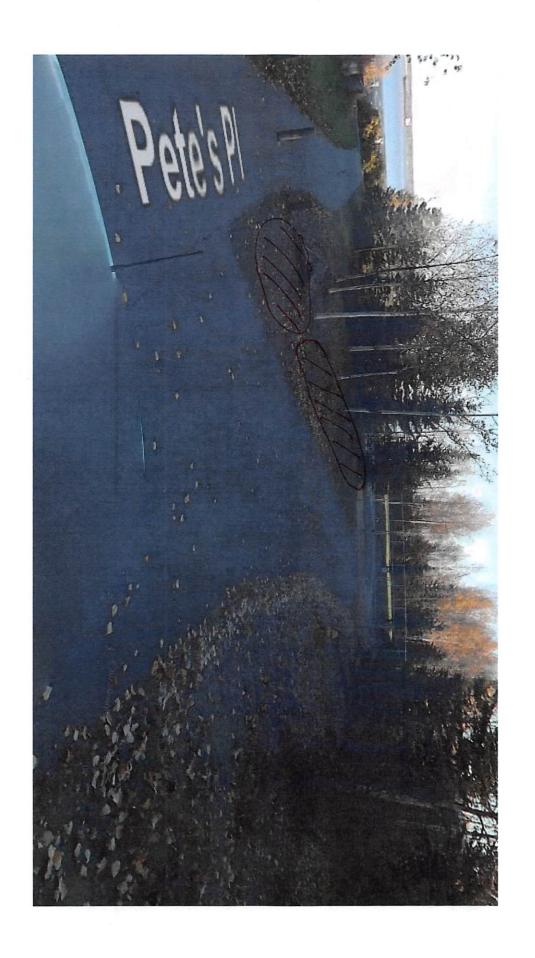


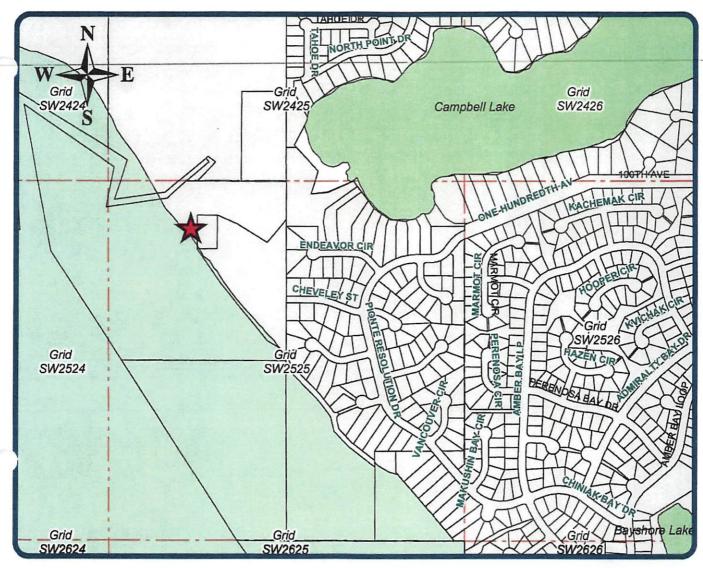
- Back Drag snow From Generator out to middle of culdesac.

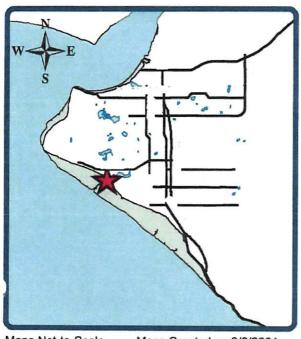


P.S. # 10



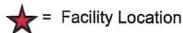






Maps Not-to-Scale

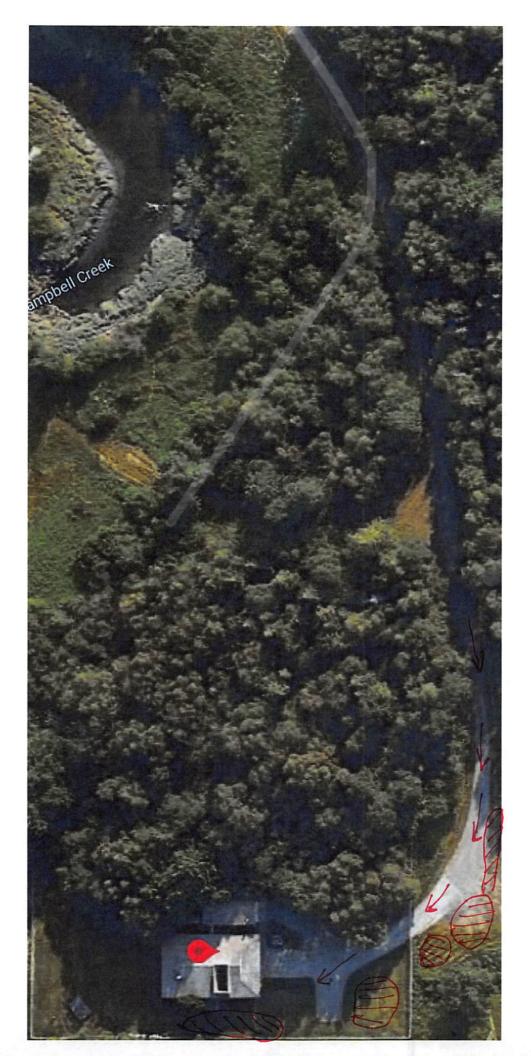
Maps Created on 9/9/2004

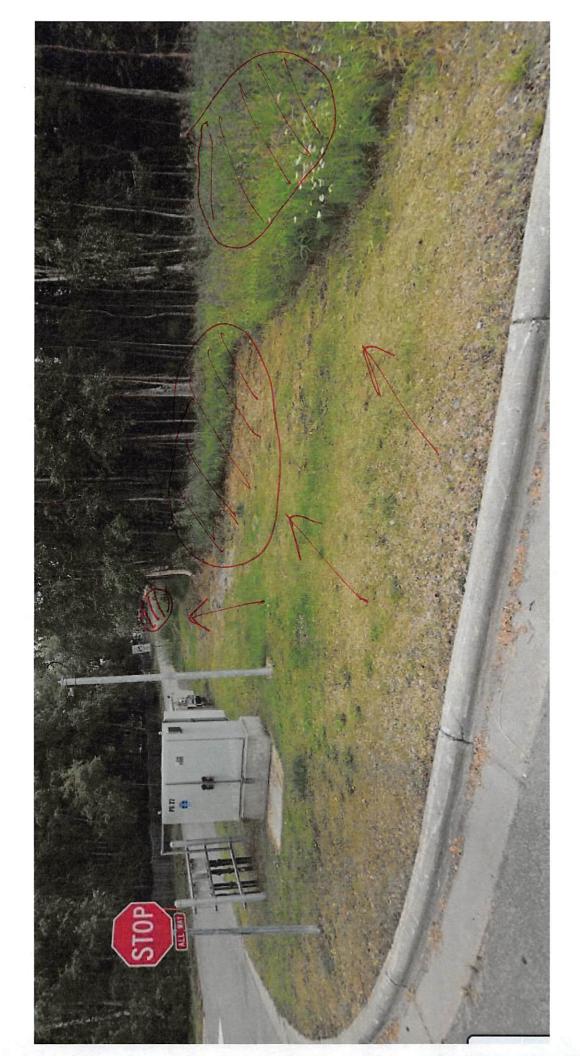


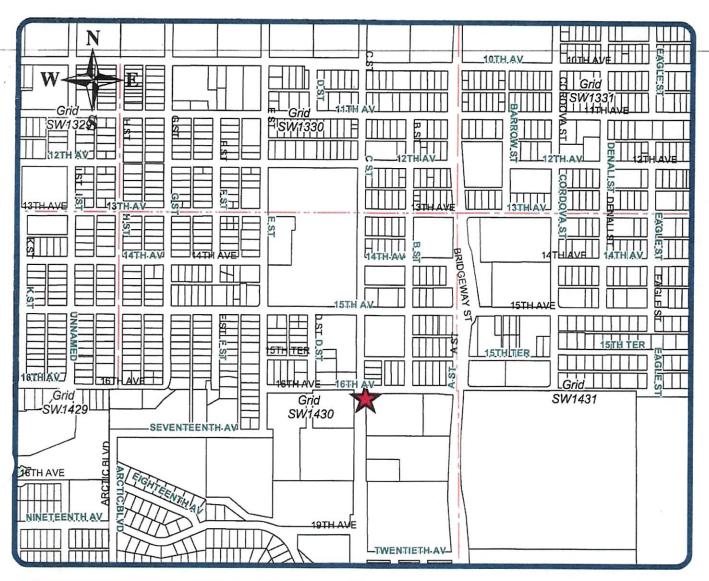
PUMP STATION 12 SITE - WMS LOCATION ID = 19915

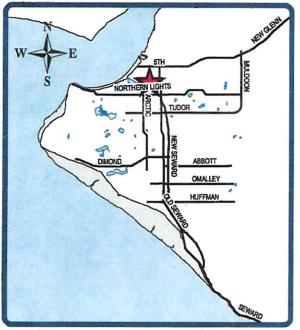
ADDRESS = 4501 W 100th

DRIVING DIRECTIONS: From Minnisota drive West on 100th. Just past the house number 3823 take an immediate right and go down the access road to the large wooden gate, open with a BSL key. Drive all the way to the end of the road (approx 1/2 mile) Use a BSL key to access gate and a WW key for the Building.



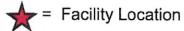






Maps Not-to-Scale Maps Created on 8/19/2004



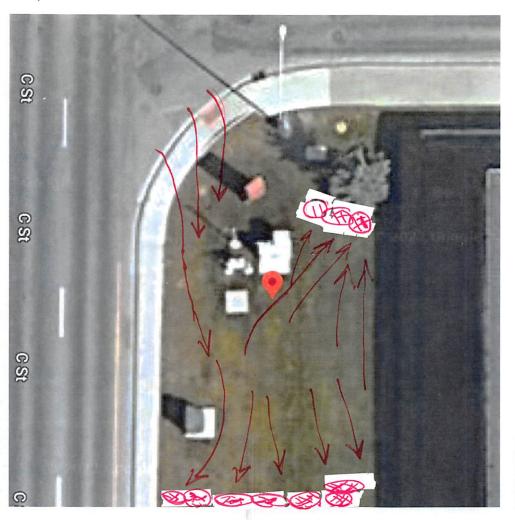


PUMP STATION 29 SITE - WMS LOCATION ID = 19926

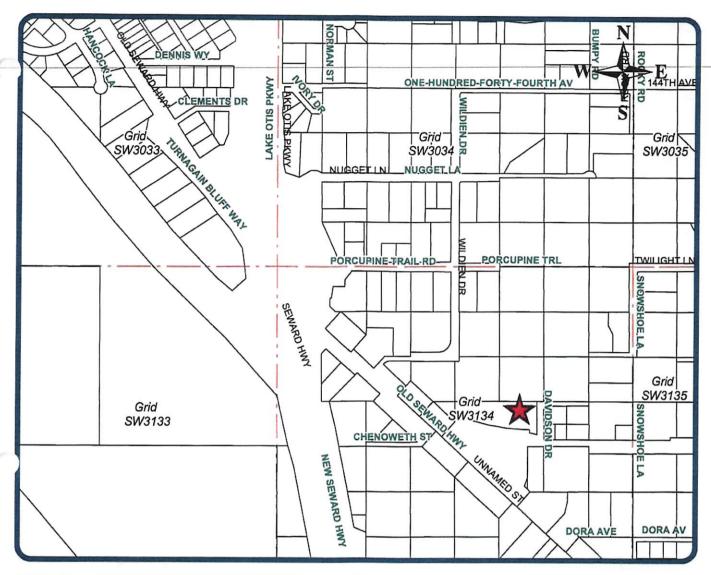
ADDRESS = 204 w. 16th Ave.; Southeast corner of C St. & 16th Ave.

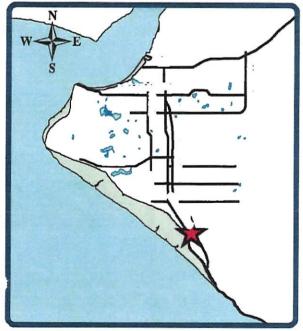
DRIVING DIRECTIONS: Drive North on A st. and turn left on 16th Ave. Hatch is on the left or Southeast corner of the intersection of 16th & C St. Use a BSL key to access.

Pump Station #29





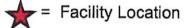




Maps Not-to-Scale

Maps Created on 4/27/2004

Anchorage Water & Wastewater Utility

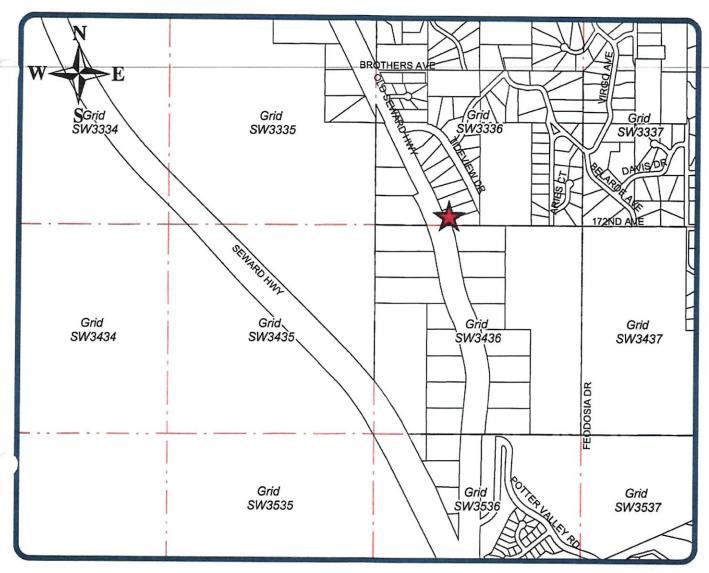


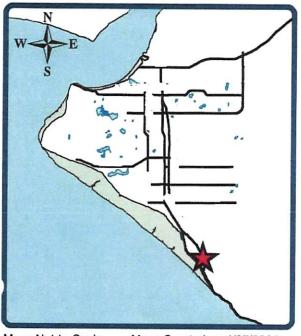
PUMP STATION 30 SITE - WMS LOCATION ID = 19916

ADDRESS = 15120 Davidson Dr.

DRIVING DIRECTIONS: Take New Seward Highway south, Exit on Rabbit Creek Rd. Turn left and drive East on Old Seward Highway. Turn left on Davidson Dr. The first left is the driveway of the facility. Use BSL key to open gate. WW key to open building.







Maps Not-to-Scale

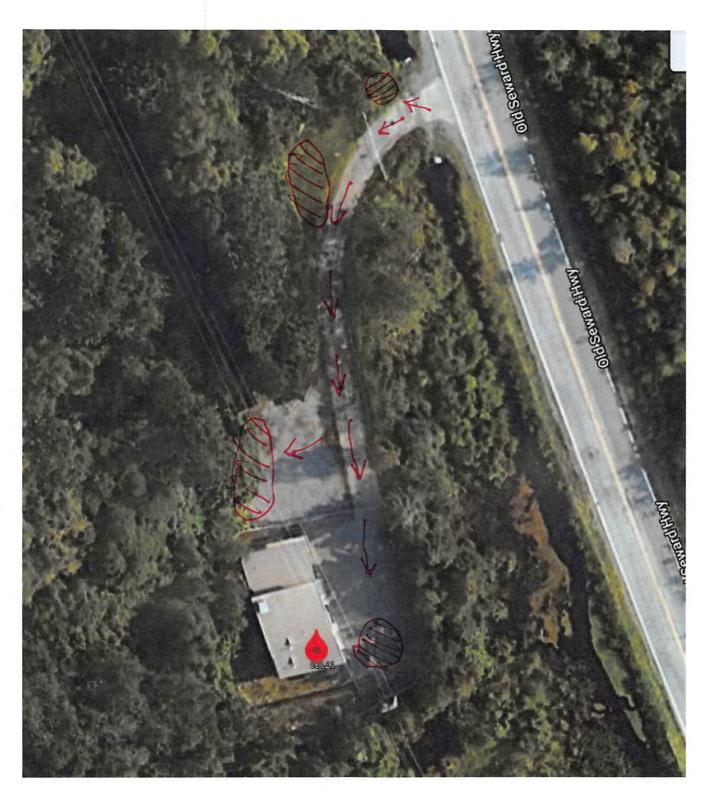
Maps Created on 4/27/2004

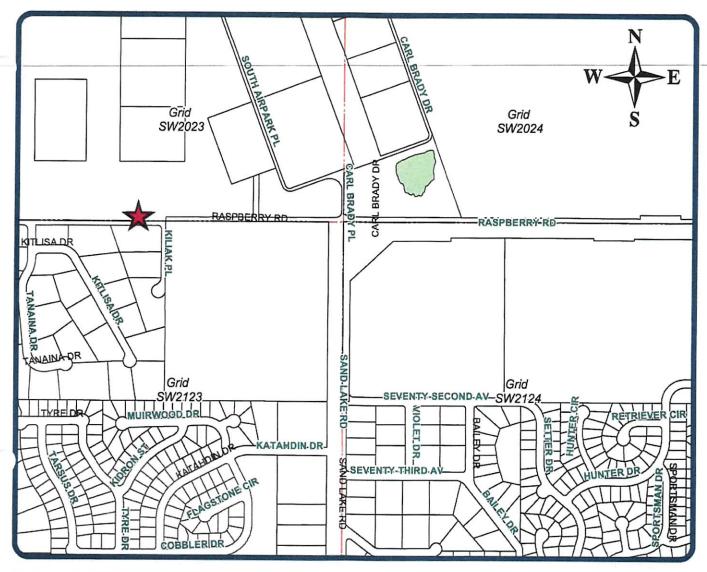


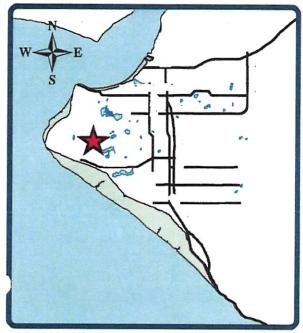
PUMP STATION 31 SITE - WMS LOCATION ID = 19919

ADDRESS = 17131 Old Seward Highway

DRIVING DIRECTIONS: Drive South out of town on New Seward Highway and exit on Potter Valley Road. Turn left on Old Seward Highway and the Pump Station will be on the right approximately 1/2 mile. Use BSL key to open gates and WW key to open building.

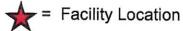






Maps Not-to-Scale

Maps Created on 8/19/2004



PUMP STATION 34 SITE - WMS LOCATION ID = 19931

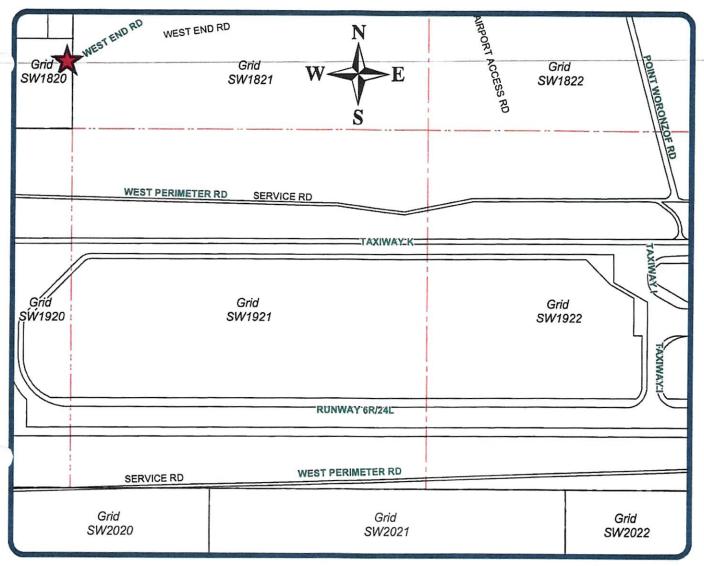
ADDRESS = Raspberry Rd.- 200 feet Northwest of Kiliak Place.

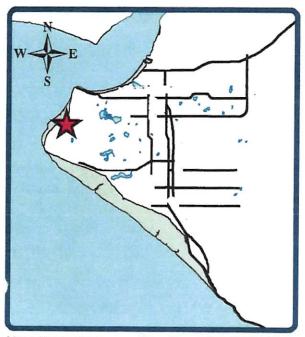
DRIVING DIRECTIONS: Take Jewel Lake Rd,. or Minnesota to Raspberry Rd., Drive West on Raspberry Rd. Past the Sand Lake Rd. intersection. till you come to Kiliak Place which is on your left, Pump station will be immediatly on your right. Use a BSL key to access the hatch.











Maps Not-to-Scale

Maps Created on 9/9/2004

Anchorage Water & Wastewater Utility

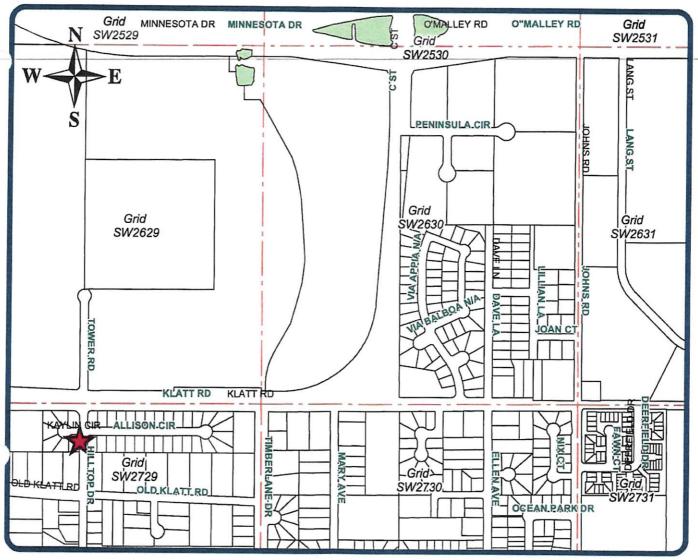


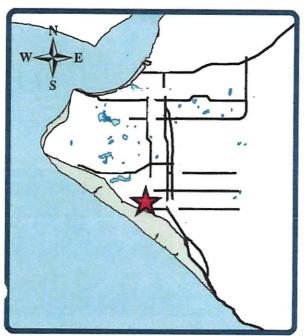
PUMP STATION 37 SITE - WMS LOCATION ID = 19845

ADDRESS = Clithroe Section 23

DRIVING DIRECTIONS: Drive West on Northern Lights past Hutson Drive 2.4 miles. Turn right just before the Clithroe Center. Pump station is on the left. Use BSL key to access gate and hatch.







Maps Not-to-Scale

Maps Created on 9/9/2004



🖢 = Facility Location

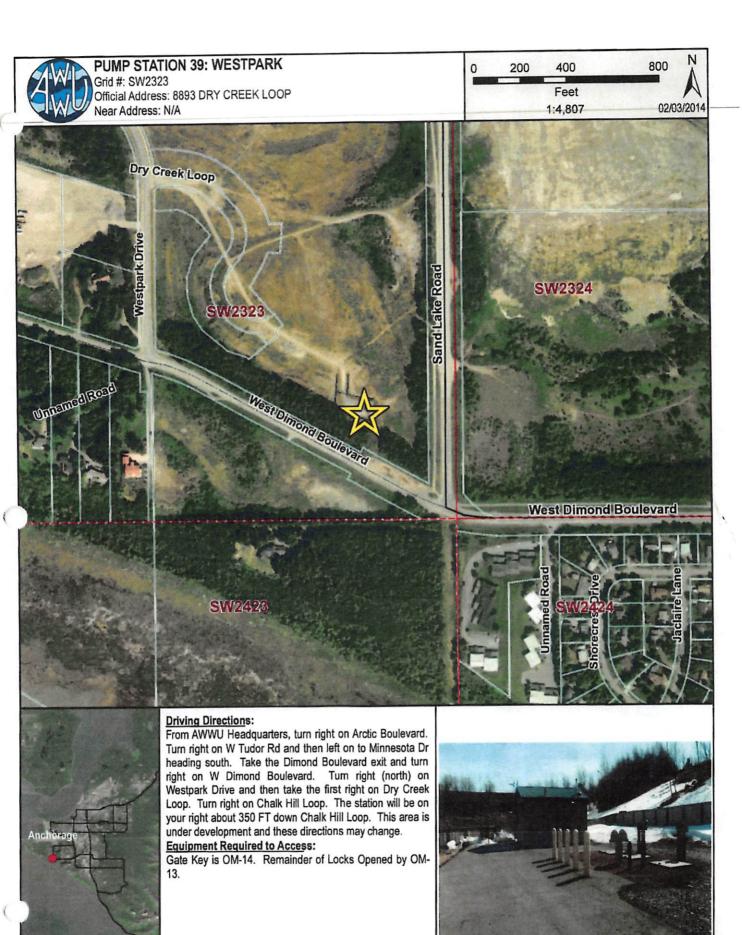
PUMP STATION 38 SITE -WMS LOCATION ID = 19936

ADDRESS = Hilltop Dr. & Kaylin Circle

DRIVING DIRECTIONS: From Minnisota Drive turn south on C St. to Klatt Rd. Follow Klatt west Turn left on Hilltop Dr. Pump station is on the right just past the intersection with Kaylin Circle. Use a BSL key to access hatch.

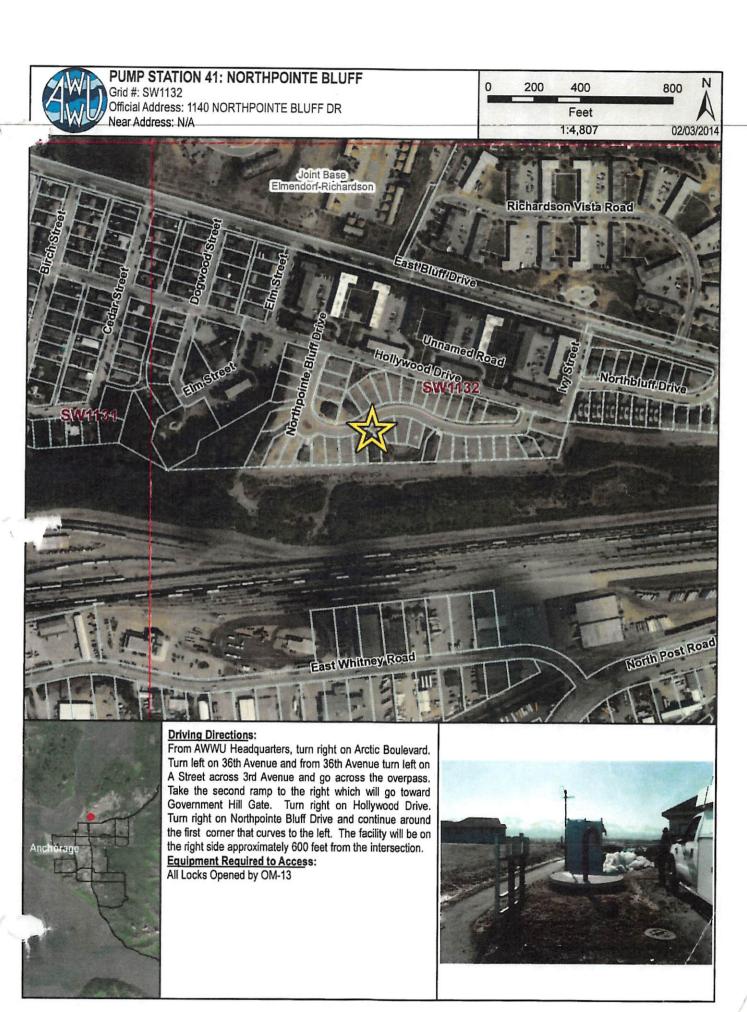




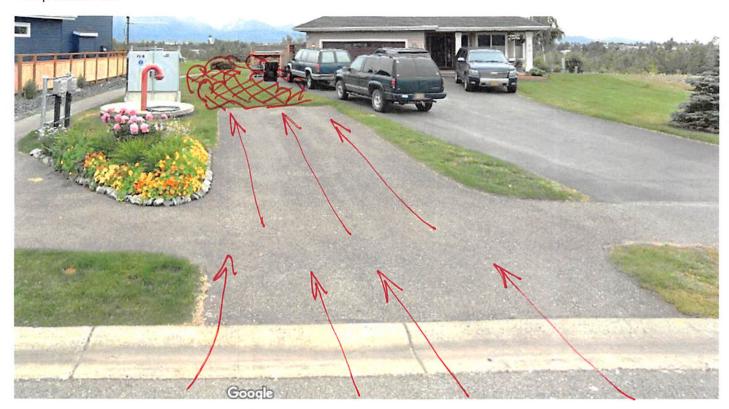




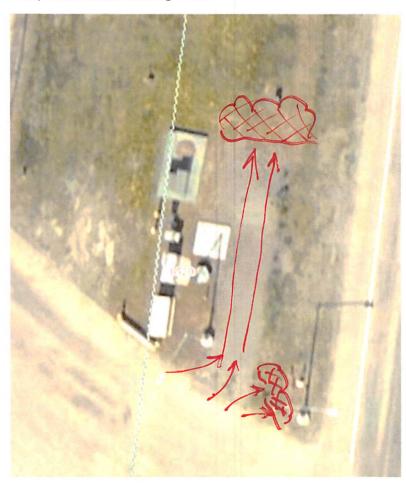
P.S. #39

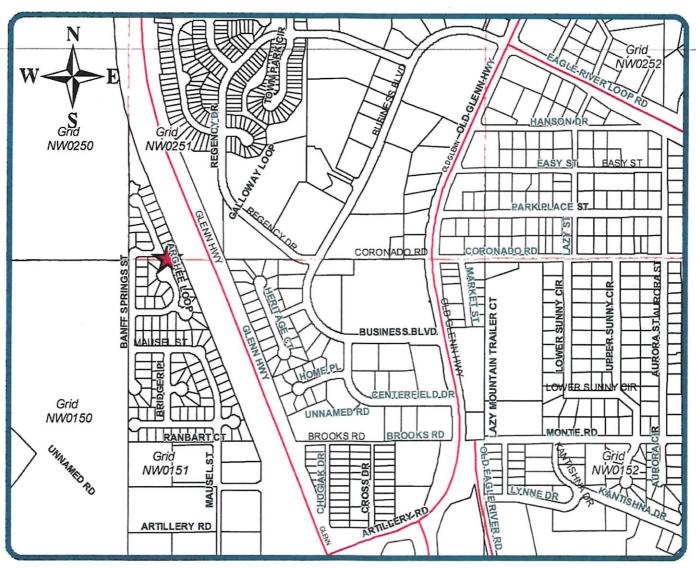


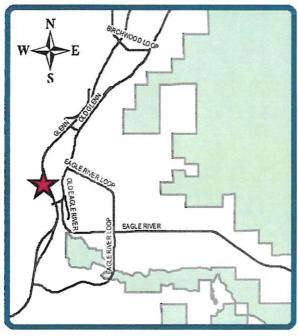
Pump Station 41:



Pump Station #7, Anchorage Port:



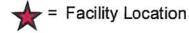




Maps Not-to-Scale

Maps Created on 9/15/2004

Anchorage Water & Wastewater Utility



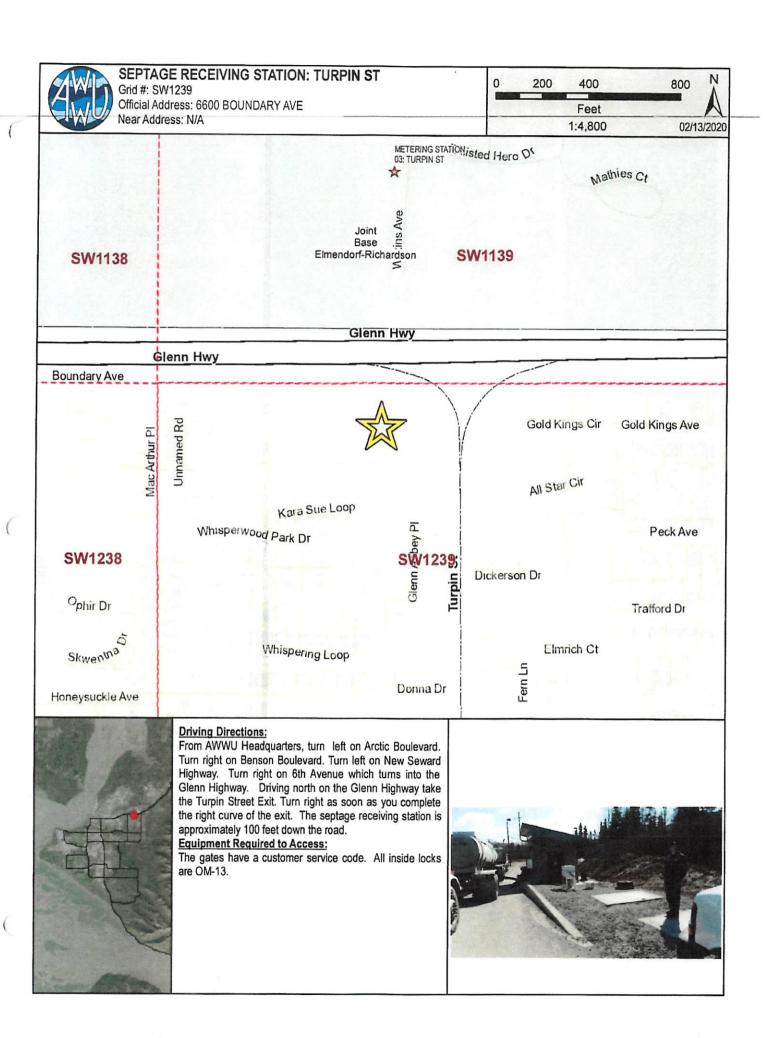
PUMP STATION 51 SITE - WMS LOCATION ID = 19966

ADDRESS = Eagle Glenn Park, Intersection of Targhee Loop and Banff St.

DRIVING DIRECTIONS: From the Glenn Highway take the Eagle River Exit, turn left and drive across the Overpass. Stay on Main road till you turn right on Mausel St. Follow Mausel around till it runs into Banff St. Follow Banff till you have to turn right and you will come to the intersection of Banff and Targhee loop. Pump station is in front you in the small Park. Use a BSL key to access Hatch.

Pump Station 51: Targhee Park

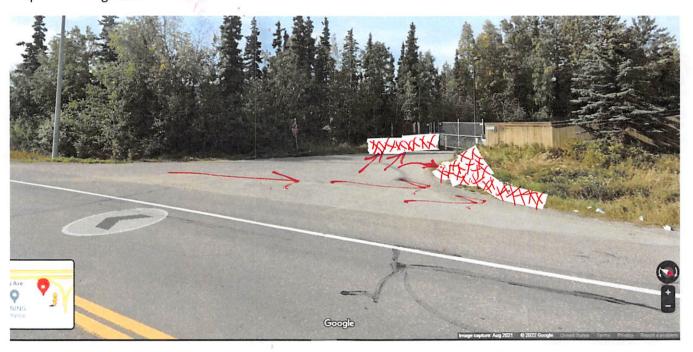




Turpin Receiving Station - Entry



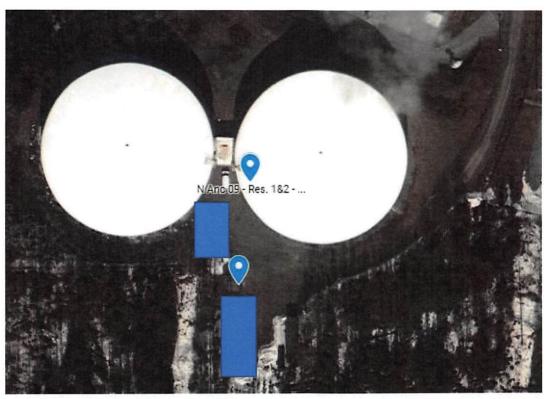
Turpin Receiving Station - Exit



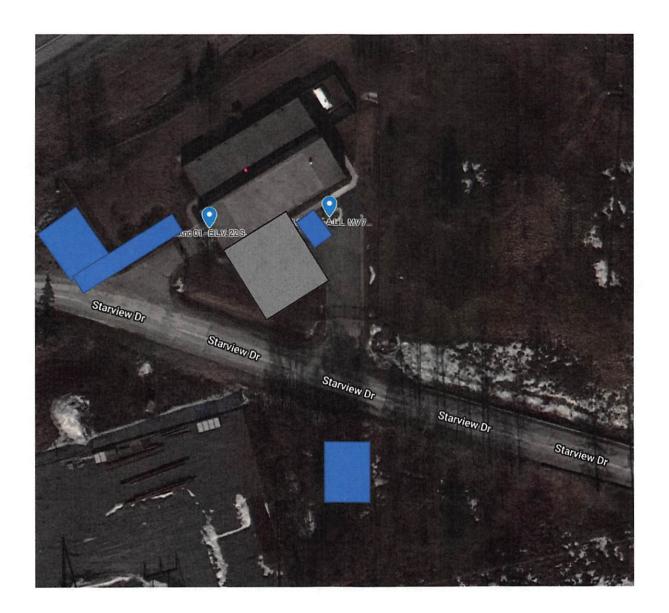
Turpin Receiving Station (First tier priority for snow plowing).







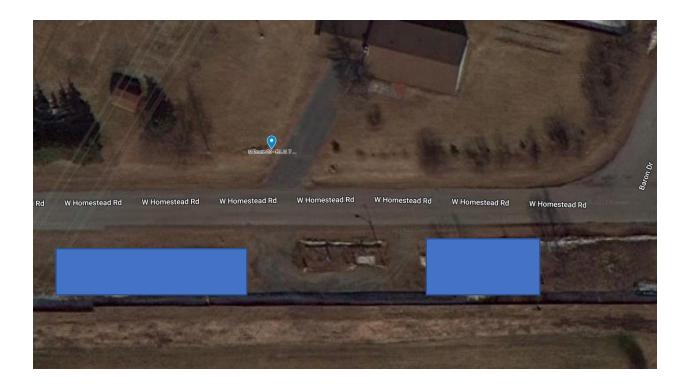


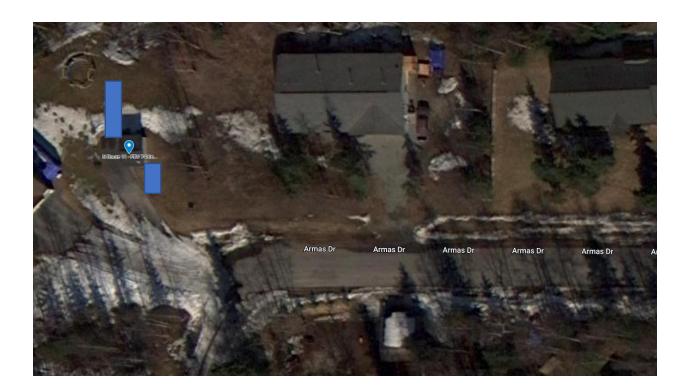


24420 Widgeon Drive





















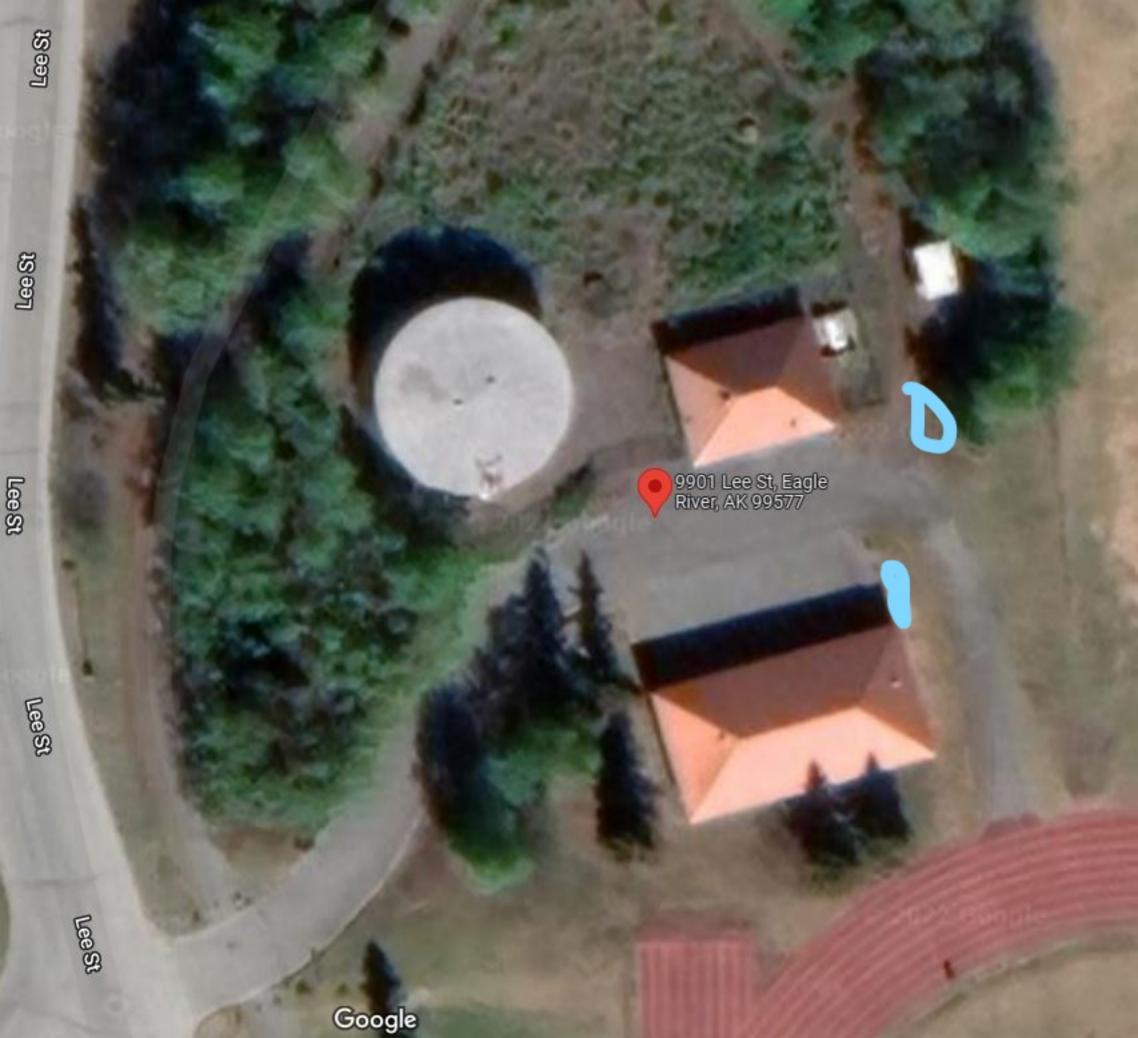
Baronoff Booster 10350 Old Eagle River Rd.

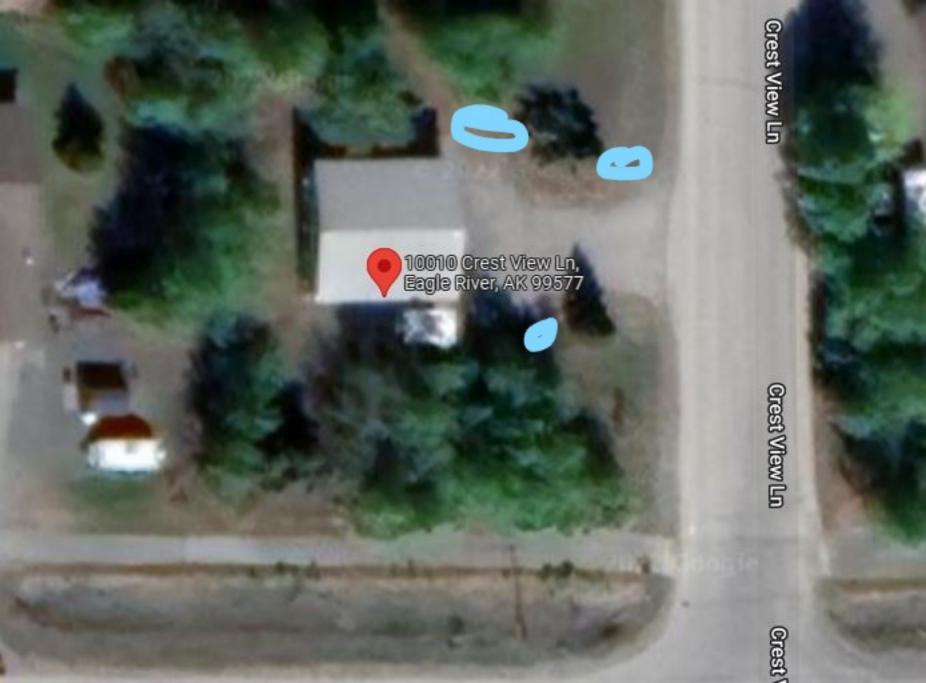


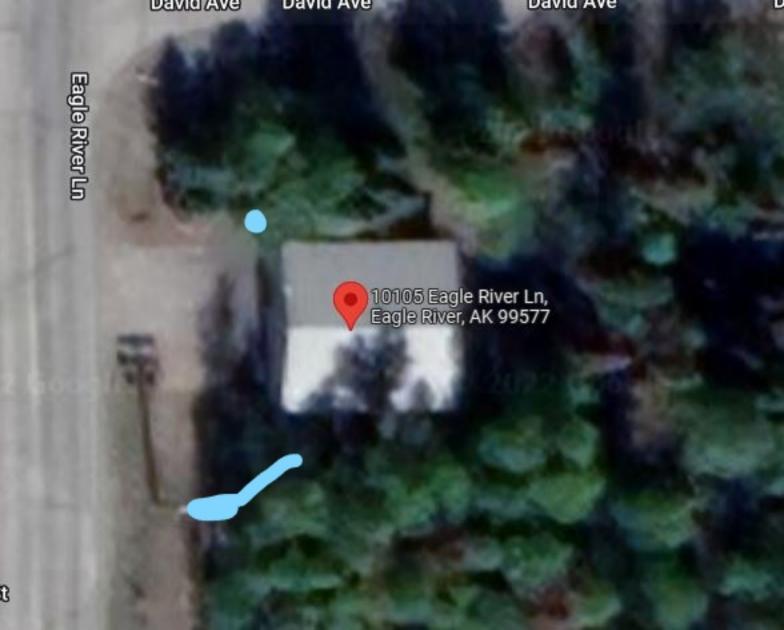


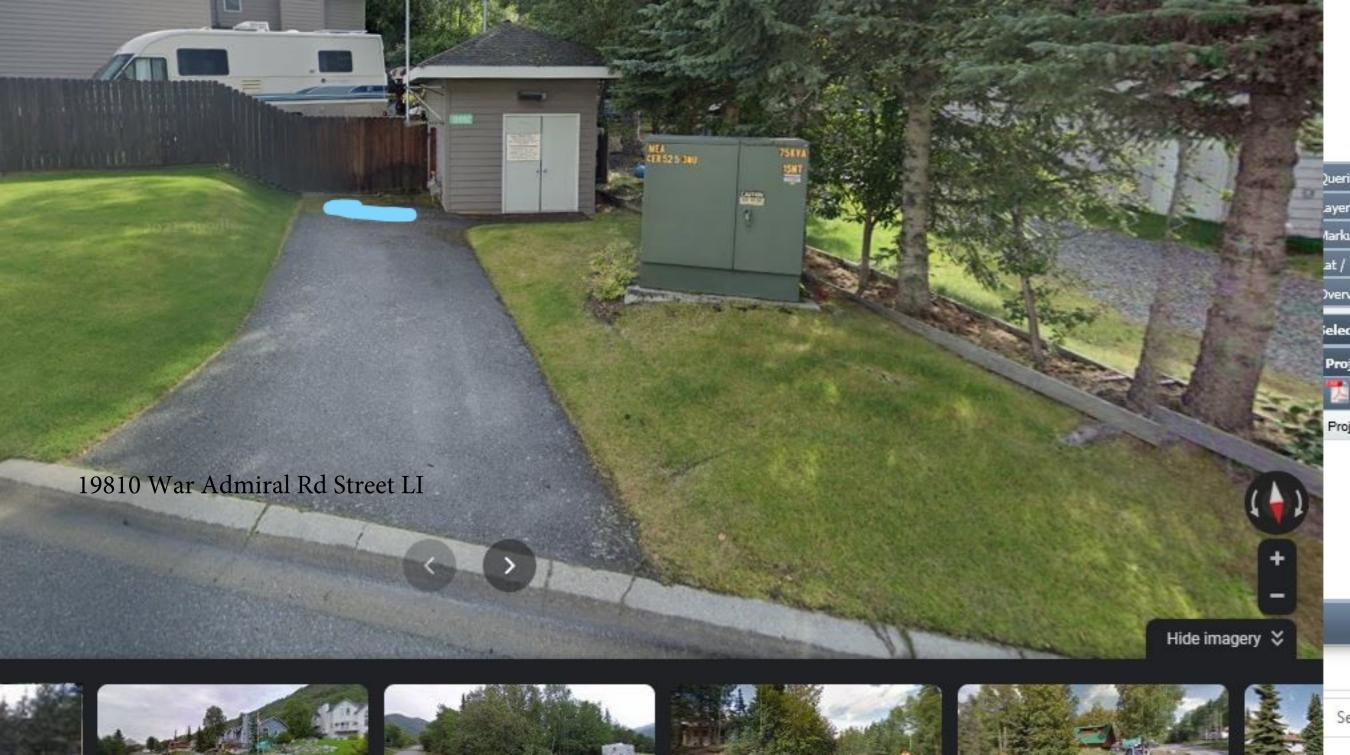
Meadow Creek Res. 11125 Eagle River Lane







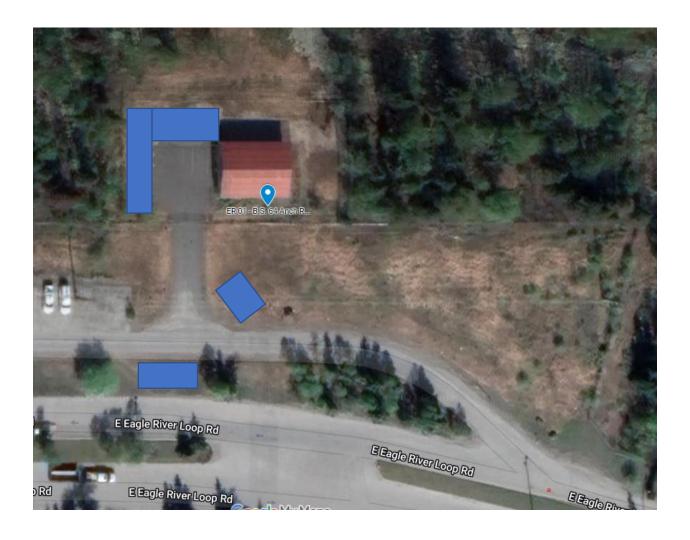


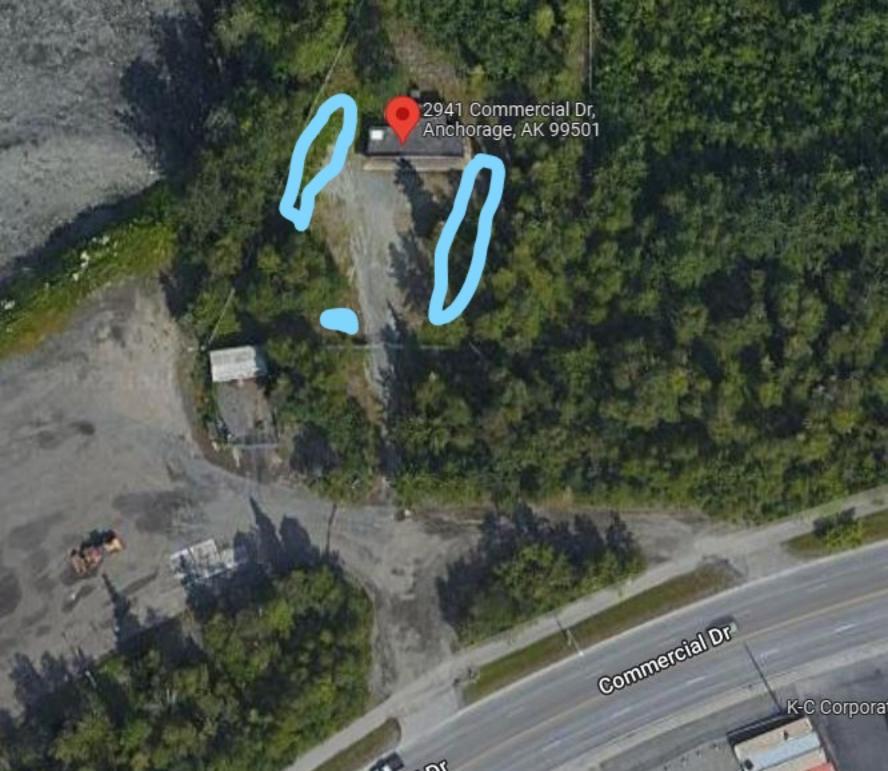






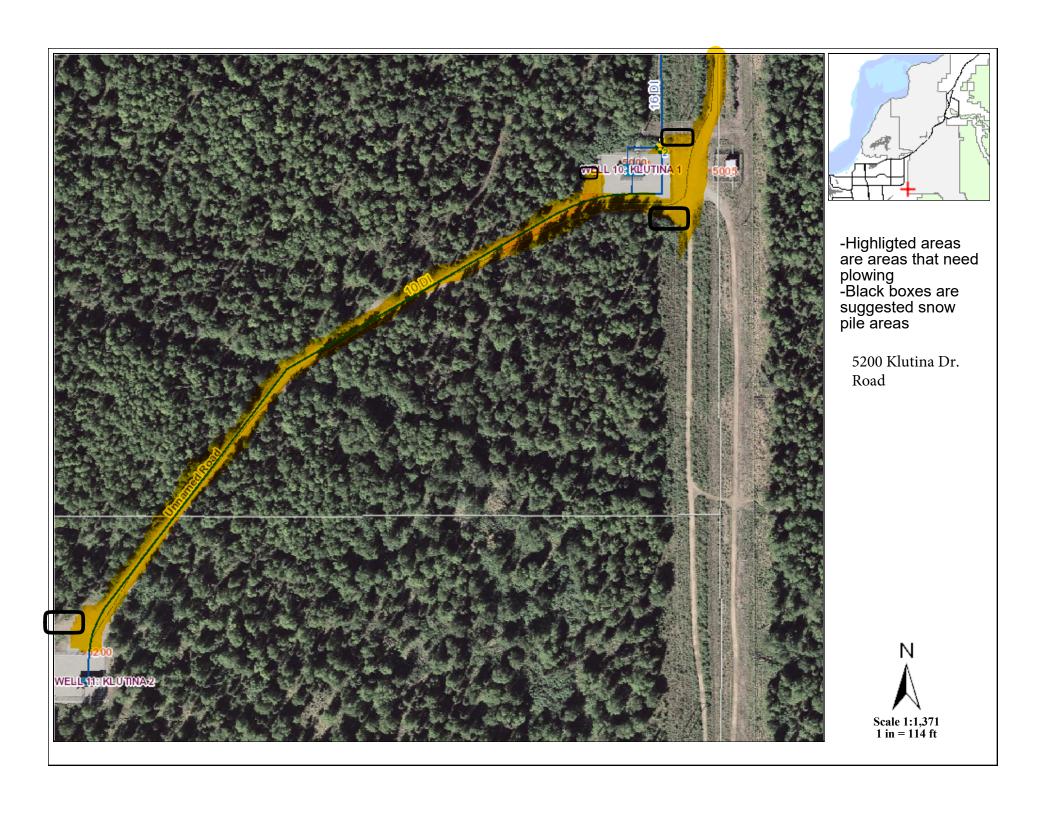




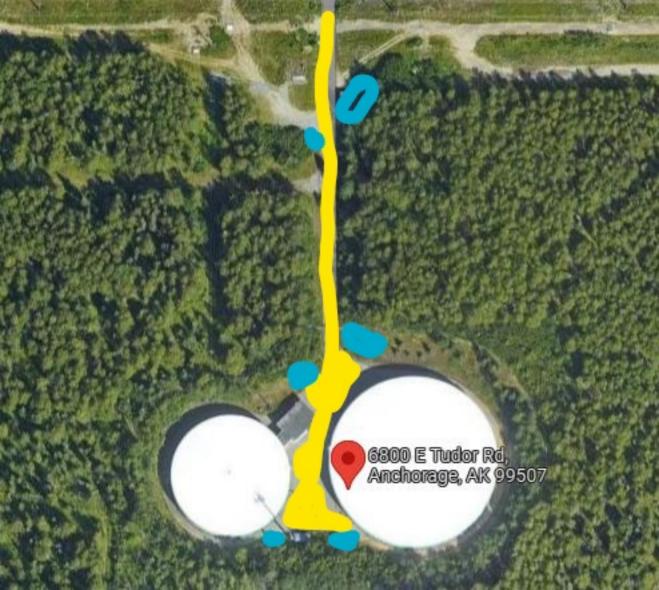














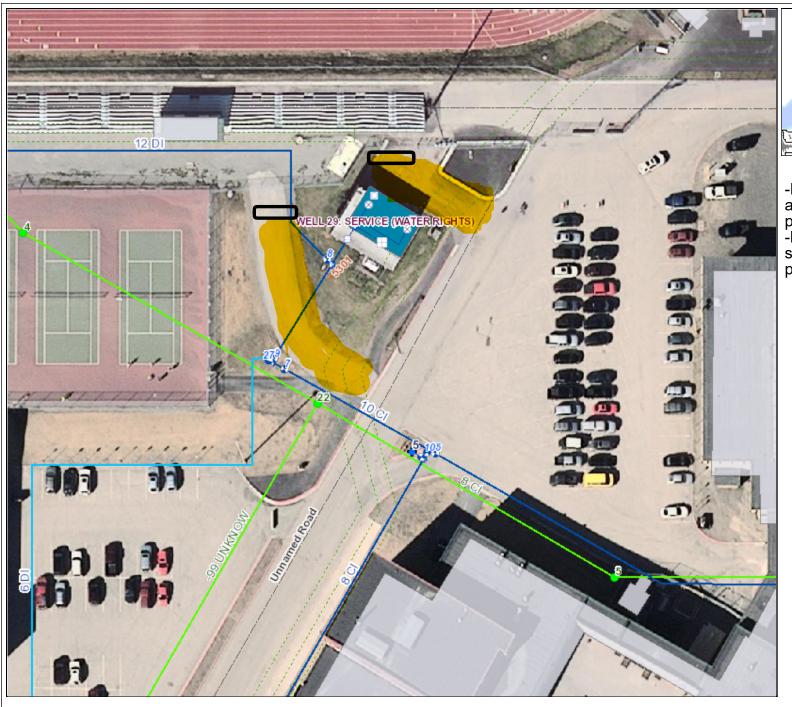












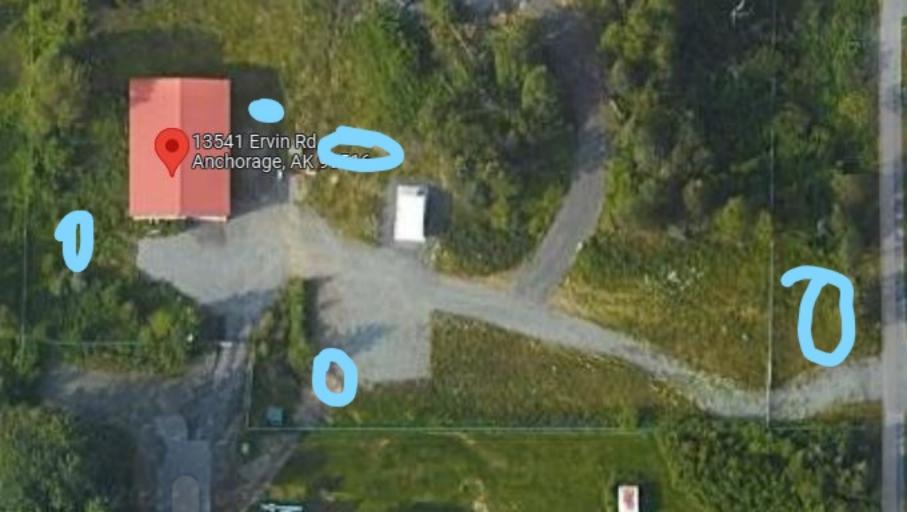


-Highligted areas are areas that need plowing -Black boxes are suggested snow pile areas

5301 Abbott Road















Reservoir-SAMS Line 16899 Olena Pointe Cir









92nd Ave PRV Station 800 E 92nd Ave









Knik View East PRV Vault 22499 Deer Park Dr.



Fire Lake PRV Station 54-133020 Old Glenn Hwy



Dawn street Booster Sation 56- 11724 Dawn St.



Hylen Crest Booster Station 63- 10418 Stewart Dr



Eagle Crossing Upper PRV Station - 9425 Eagle River Ln



Brendlwood Booster Station 57 - 11020 Kaskanak Dr GPS: 61.32002054799048 -149.52992400550758



Robert Rude PRV Station - 9101 Peck Ave







Kluane MLV 04-8659 Kluane Ave



Debarr PRV Station 06- 8700 Debarr Rd





Well #3 - 1605 E 3rd Ave



Chryler PRV station 09- 2603 E 5TH AVE

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

MUNICIPALITY OF ANCHORAGE ANCHORAGE, AK 99510

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. Scope of the Contract

.....in accordance with the attached Scope of Work or Specifications.

2. Total Contract Value

The not to exceed contract amount is <u>Dollars (\$</u>). This is a non-encumbering contract. Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued. The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. Period of Performance

Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. Contract Documents

Α.	All (documents,	including	but not	limited	to Specific	cations,	Statements	s of Wo	ork, Gen	neral	and
Spe	cial	Provisions,	Bid Propo	sal, Insu	ırance l	Requireme	ents, and	d Addendur	ns, of Ir	nvitation	ı to E	3id #
		are attac	hed and ir	ncorpora	ted by ı	reference.						

	her

5. <u>Independent Contractor</u>

The Contractor shall provide services as an independent contractor to the Municipality. Except as this contract provided otherwise, the Municipality shall not supervise or direct the Contractor.

6. Compliance with Laws

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

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

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. <u>Duties Upon Termination</u>

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

The Contractor shall indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the Contractor's performance.

17. Contract Interpretation

In interpreting this contract, the documents that comprise it shall be given the following order of precedence:

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No.
- D. The Specifications
- E. The Contractor's Bid Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE	VENDOR NAME
Signature	Signature of Authorized Representative
Printed Name	Printed Name
Title	Title
Date	Date

Municipality of Anchorage Contractor Questionnaire

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer. Contractor/Vendor Name: Owner(s) of Company (if sole proprietorship or partnership):_____ List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years: Has your company changed names, business license number, or contractor registration number in the past three years? Yes No If "Yes," explain on a separate signed page, including the reason for the change. Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years? ☐ Yes □ No If "Yes," explain on a separate signed page, including the reason for the change. **Certifications & Disclosures** For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company. Debarment 1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project? Yes □ No Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a willful violation of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by

Municipality of Anchorage Contractor Questionnaire

	the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.					
	☐ Yes ☐ No					
3.	In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?					
	Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.					
	☐ Yes ☐ No					
	If "Yes," attach a separate signed page describing each citation.					
<u>Wage</u>	 <u>8 Hour</u> Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification. 					
4.	In the last three years has your company been determined to have committed a willful violation of state or federal wage and hour law?					
	☐ Yes ☐ No					
5.	In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.					
	☐ Yes ☐ No					
	If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.					
<u>Unen</u>	nployment Insurance & Workers' Compensation					
6.	In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?					
	☐ Yes ☐ No					
	If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.					
<u>Licer</u>	nsing & Registration					
7.	If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness					

requirements against your company in the last three years?

Municipality of Anchorage Contractor Questionnaire

	☐ Yes ☐ No					
	If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.					
Subc	ontracting					
8.	I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.					
	☐ Yes ☐ No					
9.	I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.					
	☐ I understand					
10.	I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.					
	☐ I understand					
11.	I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.					
	☐ I understand					
I decla	are under penalty of perjury that the foregoing is true and correct.					
	Dated:					
	(Signature)					
	(Printed name and title)					

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality's determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.