

MUNICIPALITY OF ANCHORAGE**PURCHASING DEPARTMENT****PHONE (907) 343-4590 - FAX (907) 343-4595**Mailing Address
P.O. Box 196650
Anchorage, AK 99519-6650Physical Address
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501**REQUEST FOR QUOTATION NO. 2023Q004**RFQ No. **2023Q004** – Provide Turf Maintenance for Girdwood to the Municipality of Anchorage, Public Works Department.

| Date of Request | Reply Must Be Received Prior To | Buyer | Buyer Phone Number |
|-----------------|-------------------------------------------------|-----------------------|---------------------|
| 02/3/2023 | 12:00 P.M. Local Time, February 14, 2023 | Jared Brunelle | 907-343-4590 |

THIS IS NOT AN ORDER
PLEASE QUOTE AT ONCE ON THE FOLLOWING AND SPECIFY YOUR DELIVERY DATE

| | | |
|-------------------|---------------|---------|
| Cover Sheet | Page | 1 |
| Quote Proposal | Page | 2 |
| General Provision | Page | 3 |
| Insurance | Pages | 4 – 6 |
| Specifications | Consisting of | 2 Pages |
| Mowing Maps | Consisting of | 6 Pages |
| Sample Contract | Consisting of | 5 Pages |

Quote must be submitted on Quote Proposal Page 2 along with all required information per attached Specifications.

This Request for Quotation is available electronically (.pdf) at the Municipality of Anchorage, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. Should you choose to obtain a copy of this from our website; it is your responsibility to periodically check the website for any addenda.

Questions regarding this RFQ **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **12:00 P.M. Alaska Time, February 8, 2023**. Questions will include the Buyer's name, the RFQ number and RFQ Title, on the subject line.

Quotations will be submitted to the Purchasing Department via one of the following methods. Due to COVID-19 the **preferred** method is email.

1. Email: wwpur@muni.org ("**Subject**" line must include Buyer name and RFQ number)
2. Mail: P.O. Box 196650, Anchorage, AK 99519-6650
3. Hand delivery: 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501.

Municipality of Anchorage
Purchasing Department
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501

Municipality of Anchorage
Purchasing Department
P.O. Box 196650
Anchorage, AK 99519-6650

MUNICIPALITY OF ANCHORAGE



Jared Brunelle
Junior Buyer

Phone: 907-343-4590

Office Hours: 8:00 - 5:00 M-F

Excluding Municipal Holidays

QUOTE PROPOSAL

| Item | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------|-------|------------|-------------|
| 1 | Turf Maintenance Services, per attached Specifications. | 1 | Month | \$ _____ | \$ _____ |
| *5-month yearly period of performance. May 15th through September 15th. | | | | | |

| Addendum Acknowledgement | Prompt Payment Discount - Payment Terms Offered |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number(s) _____ is/are hereby acknowledged | _____% _____ Days OR Net 30 (default) 1% minimum and 15 days are the minimum amounts allowed (As referenced on page 3 under General Provisions) |

The bidder will accept CREDIT CARDS for purchases against this RFQ

- Yes
 No

By submitting a quote, the quoter acknowledges that he/she have received all documents listed on the cover page. Carefully reviewed and possesses knowledge of all documents listed

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.

GENERAL PROVISIONS

REQUIRED DOCUMENTS: Only the following listed items marked with an “☑” are required to be submitted with your Quote.”

- ☑ Quote MUST be submitted on the Quote Proposal Page 2 of this RFQ
- ☑ Shipping is FOB destination (include shipping cost in quote)
- ☑ Quoted prices may not be withdrawn or changed for a period of thirty (30) days
- ☑ Payment terms are Net/30

EVALUATION: Award will be made to the lowest responsive and responsible bidder 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 will be made in the **aggregate. TO BE CONSIDERED FOR AWARD ALL ITEMS 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.

PERIOD OF PERFORMANCE

Period of performance will be from May 15, 2023, to September 15, 2023, unless terminated sooner, with an option to renew for (2) additional one (1)-year periods at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.

ANTI-DISCRIMINATION CLAUSE: 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

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.

GENERAL: 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.

ADDITIONAL INSURED: 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.

WORKERS COMPENSATION: 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.

GENERAL LIABILITY: 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.

| | |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <u>Commercial General Liability</u> | <u>Minimum Limits</u> |
| 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 |
| | |
| <u>Commercial Auto Liability</u> | <u>Minimum Limits</u> |
| Combined single limit (Bodily Injury and Property Damage) | \$1,000,000 |
| Including all owned, hired, and non-owned | |
| | |
| <u>Workers Compensation and Employers Liability</u> | <u>Minimum Limits</u> |
| Per Alaska statute | \$500,000 |
| | |
| <u>Errors and Omissions</u> | <u>Minimum Limits</u> |
| Professional Liability (Not required unless limits appear in space provided) | limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. |
| | |
| <u>Umbrella Liability</u> | <u>Minimum Limits</u> |
| (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).

| | | |
|----------|-------------------------------|---------------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No, Ext): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS- DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N <input type="checkbox"/> N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY LIMIT \$ |

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, .
- 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 ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Girdwood Turf Maintenance Contract Specifications Girdwood Parks and Recreation

Dates of Work:

Contract period is to be from May 15, 2023 through September 15, 2023, with two each one-year extensions with mutual approval. Contractor to provide all labor, equipment, and materials to perform turf maintenance and clipping disposal services except as specified.

Turf Maintenance Scope of Service

Mowing:

The mowing season will occur in May 15, 2023 through September 15, 2023. Turf grass to be mowed every 5-7 days, from mid-May thru mid-July, weather permitting. Turf grass to be mowed every 7-10 days mid-July through mid-September. Mowing shall not begin prior to 7:00am Monday through Saturday and 10:00am on Sunday. Mowing on sports fields must be completed by 11am. All mowing must be concluded by 9pm.

See attached map with turf maintenance areas marked.

The two sports fields: Sladen J. Mohl Memorial Baseball Field at Forest Fair Park and Alyeska Playing Field at Moose Meadows Park require mowing as necessary to maintain a turf height of 2 – 2 ½ inches.

The grass at the following locations must be maintained and mowed to a height of 2-4”.

- Grassy area between bike path and Nina’s Wall;
- Grassy shoulders on each side of the pathway between Nina’s Wall and Alyeska Playing Field parking lot;
- Grassy median on Arlberg Road between the pathway and roadway. Starting at Alyeska Playing Field parking lot and up to Alyeska Highway intersection;
- Area around Little Bears Playhouse, between playground, tennis courts, skate park and volleyball court;
- Gerrish Library/Community Center building lawn and grassy area at west entrance;
- Town Square Park lawn and access pathways; and
- Area around Girdwood Volunteer Fire Department building and parking.

The grass at the following locations must be maintained and string trimmed to a height of 2-4”.

- Area around Little Bears Playhouse and tennis courts (Girdwood Park);
- Area between Little Bears Playhouse and Glacier City Hall building;
- Area around Girdwood Park playground;
- Area around the Girdwood skate park;
- Area around Town Square Park, between shrubs and to edge of property (split rail fence line);
- Grassy slope above Nina’s Wall between the wall and guardrail on Arlberg Road.

Clippings are to be collected, bagged, and disposed of in the dumpster at the baseball field in Forest Fair Park, or in an area to be decided by the contractor and the Girdwood Parks and Recreation staff, where it will compost naturally.

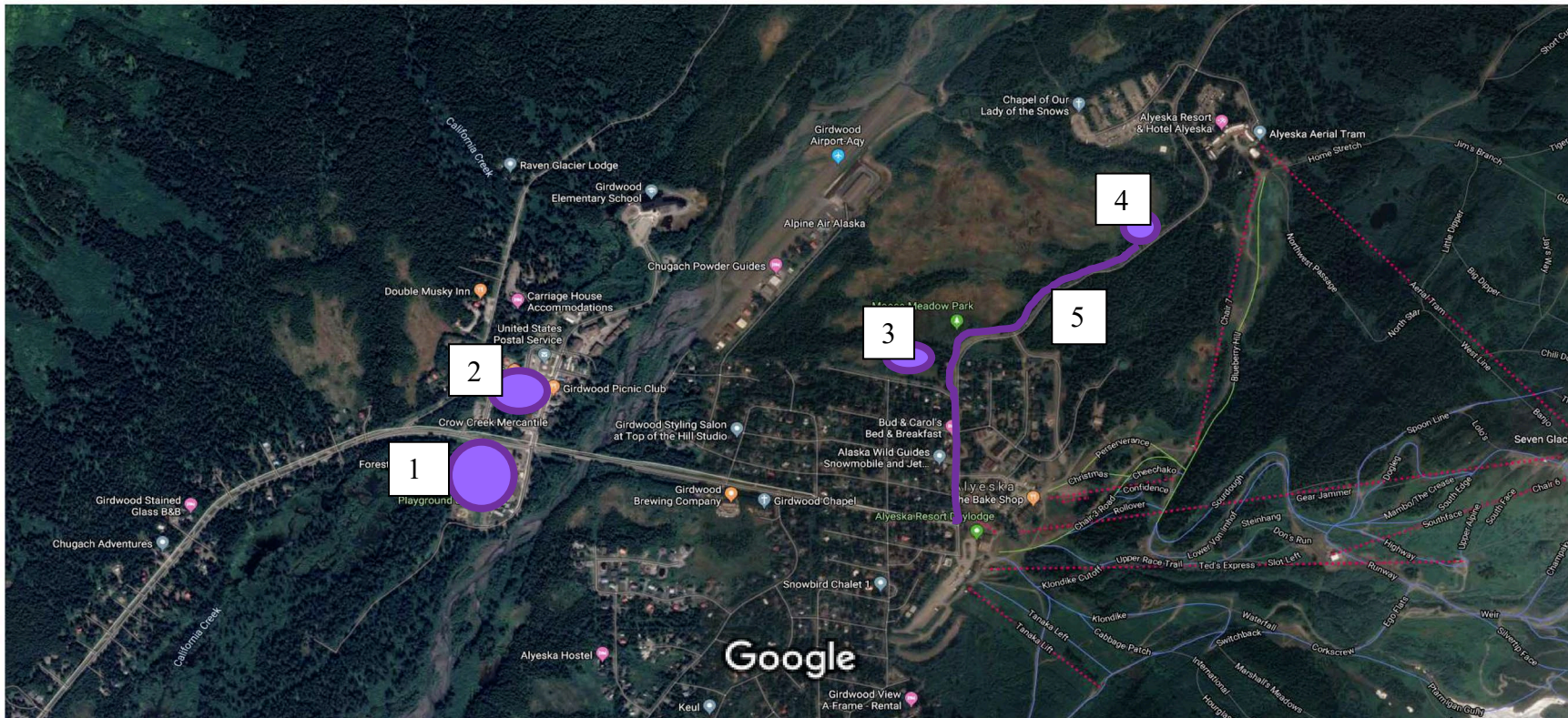
All walkways and paths are to be cleaned of grass clippings after mowing and/or string trimming.

Substitution: If weather is not conducive to lawn maintenance (either too wet or too dry), up to four (4) days of scheduled mowing may be replaced with pruning of shrubs adjacent to mowing and weed trimming areas. Pruning equipment must be provided by contractor and branches must be disposed of in the same manner as grass clippings.

Additional: Contractor may provide a cost for 3 days of pruning outside of the substitution listed above. This pruning will address shrubs that are not necessarily adjacent to mowing/trimming areas.

Billing:

Itemized invoices shall be submitted to Girdwood Parks and Rec via email to tylerms@muni.org for approval prior to payment.



Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 500 ft

Locations of service under Girdwood contract:

1. Girdwood Park Area: Community Center/Fire Department building's lawns, including west entry to the building; Sladen J. Mohl Baseball Field; perimeters of the tennis courts, skate park, and volleyball court.
2. Town Square Park: central area; perimeter of walkways to boundary; and along the four (4) access pathways to streets.
3. Soccer Field on Aspen Mountain Road: field and perimeter to boundary trees and parking lot.
4. Nina's Wall on bike path below Arlberg Road: between bike path and Gabian wall/garden; and above Gabian wall along Arlberg Road guard rail.
5. Arlberg Bike Path ditch line from Arlberg-Alyeska Highway intersection to Aspen Road; both sides of path from Aspen to Nina's wall.

Location 1: Girdwood Park Area

Located in the Girdwood Park (Forest Fair Park), off Egloff Road

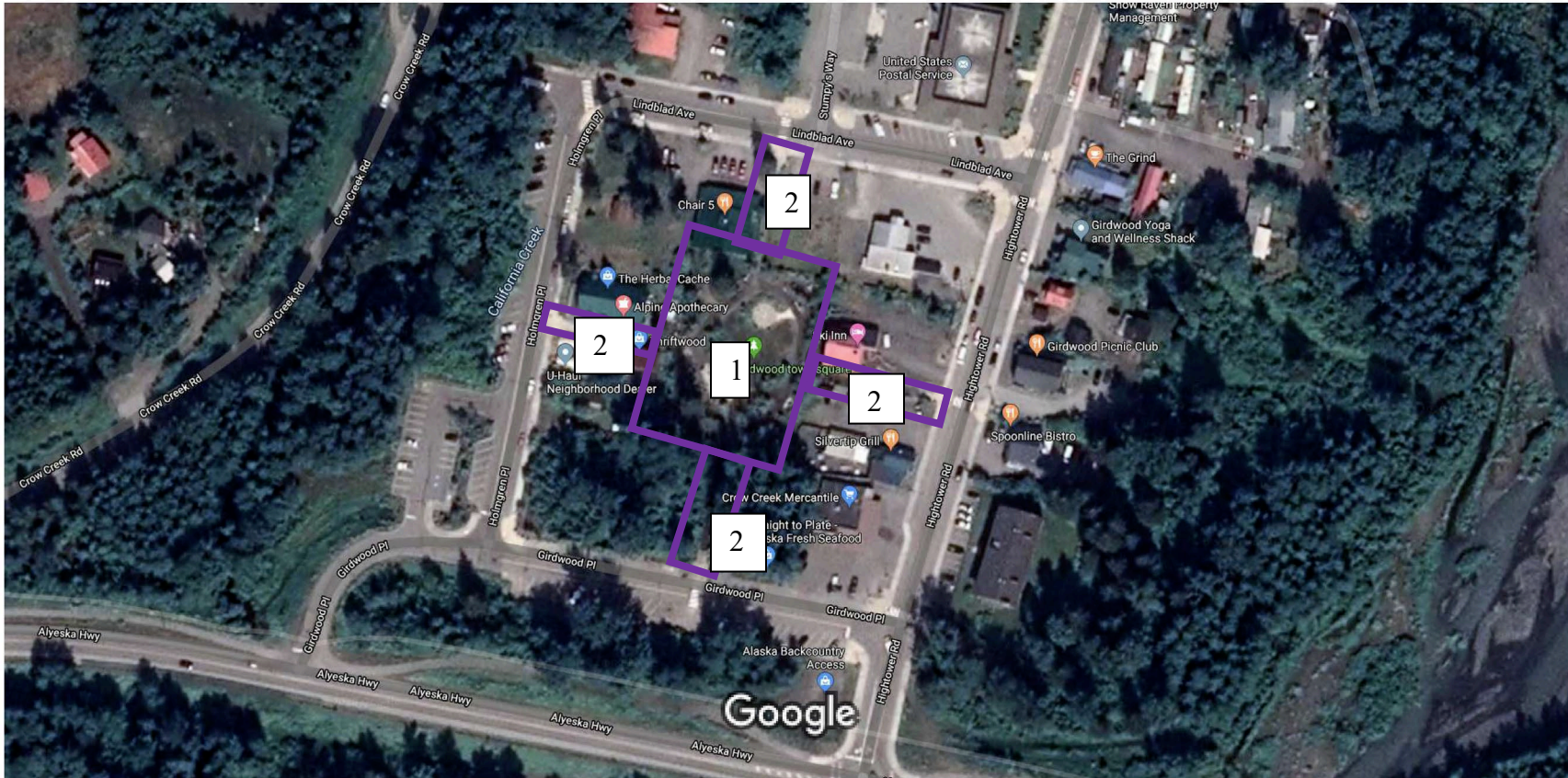


Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 100 ft

1. Mowing and trimming to the fence line of the ball field.
2. Mowing and trimming the grassy areas on the outside of the baseball field fence line.
3. Mowing and trimming Girdwood Library/Community Center and fire department building's lawns, walkways and parking lot border with Girdwood Park, including grassy area between parking lot and park area behind dumpster pad, drainage swale and west entry to the building.
4. Mowing and trimming around Little Bears Playhouse, between playground, tennis courts, skate park and volleyball court.

Location 2: Town Square Park Area

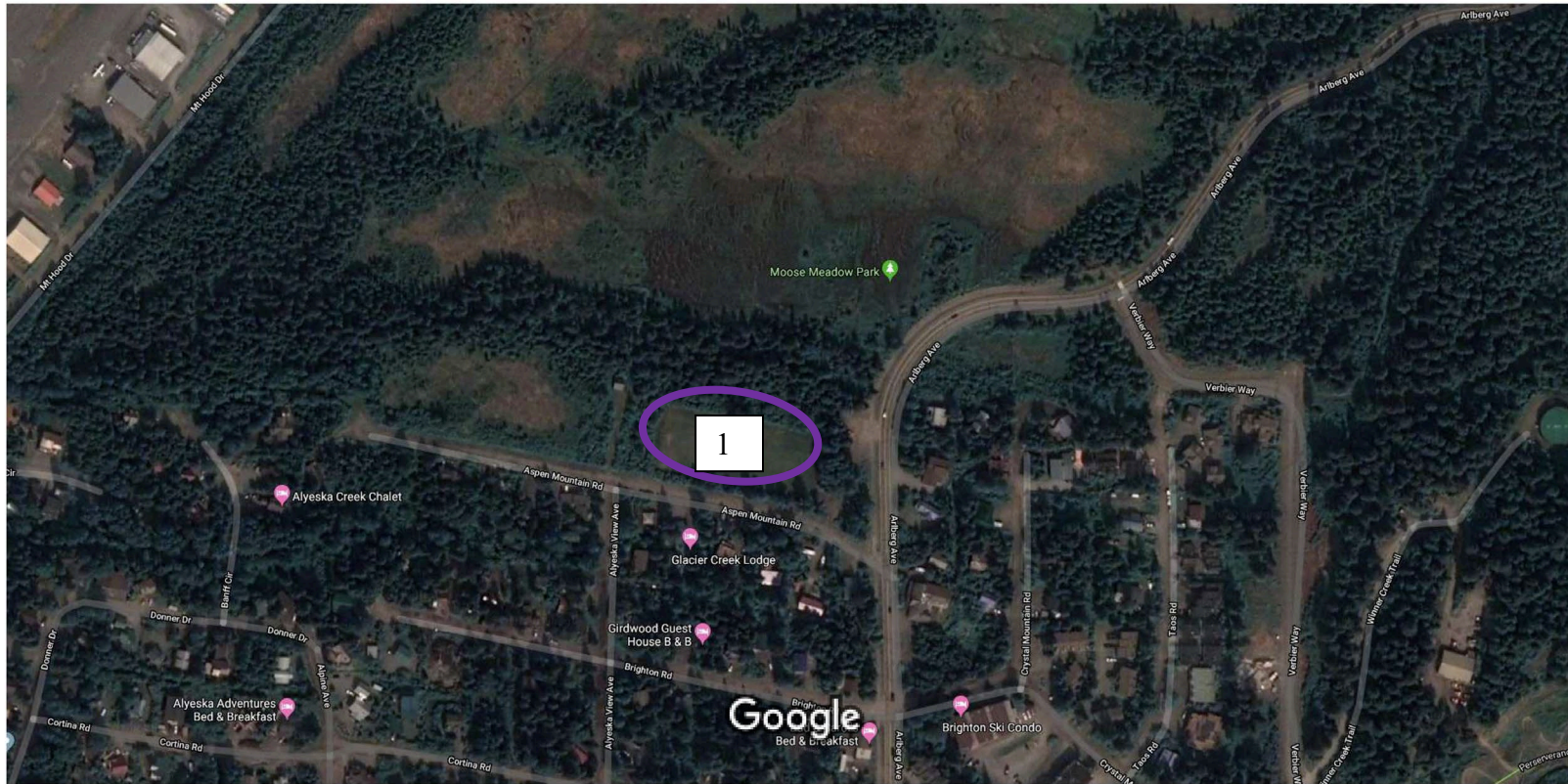
Located in town center between private businesses in the block created by Hightower Road, Lindblad Avenue, Holmgren Place, and Girdwood Place



Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 100 ft

1. Mowing and trimming central and perimeter lawns to the edge of the park area (backing up to commercial and private property).
2. Mowing and trimming the four (4) access pathways to the sidewalks.

Location 3: Girdwood Soccer Field
Located off of Aspen Mountain Road and Arlberg Road



Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 200 ft

1. Mowing the soccer field to the edge of the park pad to the trees along Aspen Mountain Road.

Location 4: Nina's Wall

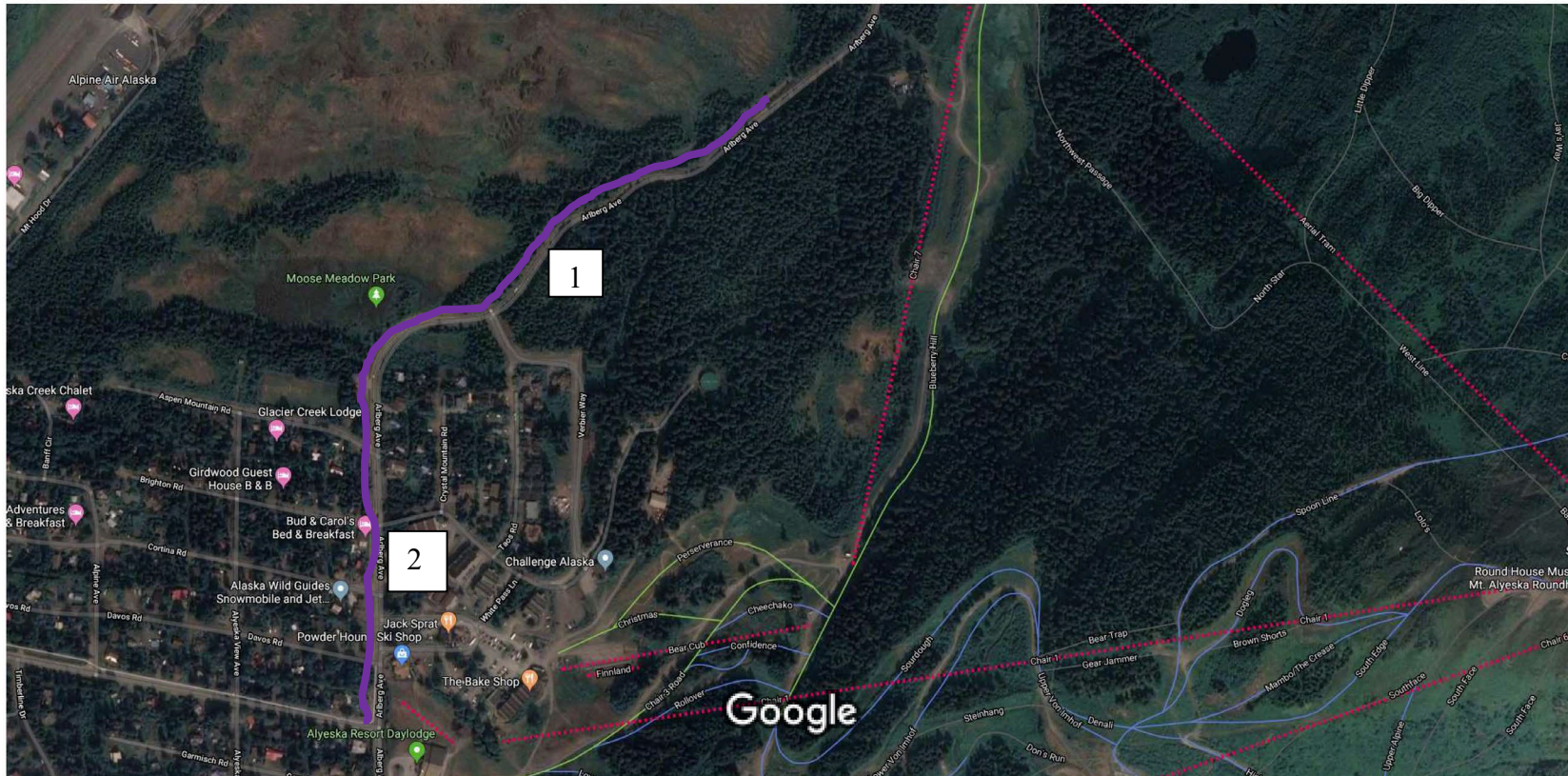
Located along the Arlberg Road Pedestrian



Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 100 ft

1. Mowing and trimming between the bike path and the rocks that border Nina's garden.
2. Above the garden wall at road grade, mowing and trimming above the bike path, between the Arlberg Road guardrail and the top of the Gabian wall.

Location 5: Arlberg Road bike Path from Alyeska Highway to Nina's Wall



Imagery ©2020 CNES / Airbus, Maxar Technologies, Municipality of Anchorage, Map data ©2020 200 ft

1. Mowing from the soccer field to Nina's wall on both sides of the bike path.
2. Mowing from the soccer field to the intersection with Alyeska Highway, only in the ditch line between the bike path and Arlberg Road.

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 _____ **Dollars (\$ _____)**. **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**

A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # _____ are attached and incorporated by reference.

B. Other _____

5. **Independent Contractor**

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. Duties Upon Termination

- 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

SAMPLE