

MUNICIPALITY OF ANCHORAGE
PURCHASING DEPARTMENT
PHONE (907) 343-4590 - FAX (907) 343-4595

Mailing Address
 P.O. Box 196650
 Anchorage, AK 99519-6650

Physical Address
 632 W. 6th Avenue, Suite 520
 Anchorage, AK 99501

REQUEST FOR QUOTATION NO. 2023Q012

RFQ No. **2023Q012 –Furnish CBERRRSA Structures** to the Municipality of Anchorage, Eagle River Street Maintenance Department.

Date of Request	Reply Must Be Received Prior To	Buyer	Buyer Phone Number
04/18/2023	12:00 P.M. Local Time, April 26, 2023	Cierra Grabowski	907-343-4249

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	1 Page
M.A.S.S Specifications	Consisting of	4 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, April 21, 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

Cierra Grabowski 

Cierra Grabowski
 Buyer

Phone: 907-343-4590

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

Excluding Municipal Holidays

QUOTE PROPOSAL

Item	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Manhole Frame per M.A.S.S. Section 50.03 and Detail 50-9 Standard Frame	8	EA	\$ _____	\$ _____
2	Catch Basin Inlet for Type 2 Curb and Gutter per M.A.S.S. Section 55.09 and Detail 55-21 – Rolled Curb Frame	3	EA	\$ _____	\$ _____
3	Manhole Frame (Slotted) per Attached Specifications Customized w/ Slotted Lids V1610-5	25	EA	\$ _____	\$ _____
4	3" Concrete Grade Ring per M.A.S.S. Section 55.05 and Detail 55-4	5	EA	\$ _____	\$ _____
Total Lines (1 – 4)				\$ _____	
*Delivery must be between May 1 - May 15, 2023				Anticipated Delivery Date:	

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.

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.

DELIVERY STATEMENT

All items must be delivered as soon as possible. Items must be delivered between May 1, 2023 through May 15, 2023. Bids indicating a delivery date which exceeds the Required Delivery Date may be considered non-responsive.

Prior to delivery of the product the vendor will coordinate with Eagle River Street Maintenance Staff a scheduled date, time for delivery and destination by contacting (907) 343-1510. Delivery to the Hiland Facility will be made available for coordination between the hours of 7:00 a.m. and 4:00 p.m Monday through Friday.

DELIVERY LOCATION

MOA Eagle River Street Maintenance Hiland Facility
8501 VFW (Formerly Hesterberg Rd.)
Eagle River, AK 99577

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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A :</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME:																					
PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A :																					
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A :</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A :	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :									
INSURER A :	NAIC #																				
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						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
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
---------------------------	--

SPECIFICATIONS

REFERENCE

M.A.S.S. 2015, effective date 03/01/2015 and available at:

[Project Management and Engineering MASS \(muni.org\)](http://ProjectManagementandEngineeringMASS(muni.org))

Drawings for each bid item are attached. Please refer to M.A.S.S. for specifics.

Item 6 - Specific drawing for requested manhole frame is attached. Refer to East Jordan Iron Works, Inc for product number 00262610 details.

DELIVERY

The Municipality of Anchorage (MOA), Public Works, Administration Division, EAGLE RIVER STREET MAINTENANCE Department (ERSM) desires delivery as soon as possible. ERSM's required delivery dates **must be between May 1, 2023 through May 15, 2023**. Any bid offering delivery after this period will be considered non-responsive.

Delivery destination(s): MOA ERSM Hiland Facility at **8501 VFW (Formally Hesterberg Road, Eagle River**

Prior to delivery of the product, the Vendor will coordinate with ERSM staff a scheduled date, time for delivery, and destination by contacting 907-343-1510. Delivery to the Hiland Facility will be made available for coordination between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.

A municipal employee will visually inspect the material to be received and annotate the Vendor's delivery ticket with his printed name and signature/initials upon approval of the inspected material(s). The delivery ticket must include a number identifying the material(s) to be received. One copy will be retained by the Vendor and attached to the invoice submitted for payment and another copy will be provided to the municipal employee at the time of delivery.

PAYMENT

The Vendor will provide the Municipality with a true and correct consolidated invoice. The invoice will list the delivery tickets, arrayed in numerical order with copies of the delivery tickets attached. The invoice will be such that the Municipality can readily identify each delivery tickets, the amount of material delivered, the unit price, and the total for all the delivery tickets. The format of the invoice must be such that it does not hinder processing by the Municipality. Otherwise, it will be declared a contested invoice.

Contested invoices will not be considered to be true and correct invoices. In the case of a contested invoice, the Municipality will have the option to pay the invoice under protest, pay the uncontested portion, or return the contested invoice to the Vendor. Any prompt payment discount date will start when the Municipality determines that they have an uncontested, true, and correct invoice.

Invoices shall have the Purchase Order Number and Public Works Department, Administration Division, Eagle River Street Maintenance Section clearly visible. A copy of the invoice shall be sent to:

MOA Public Works / Administration

Eagle River Street Maintenance

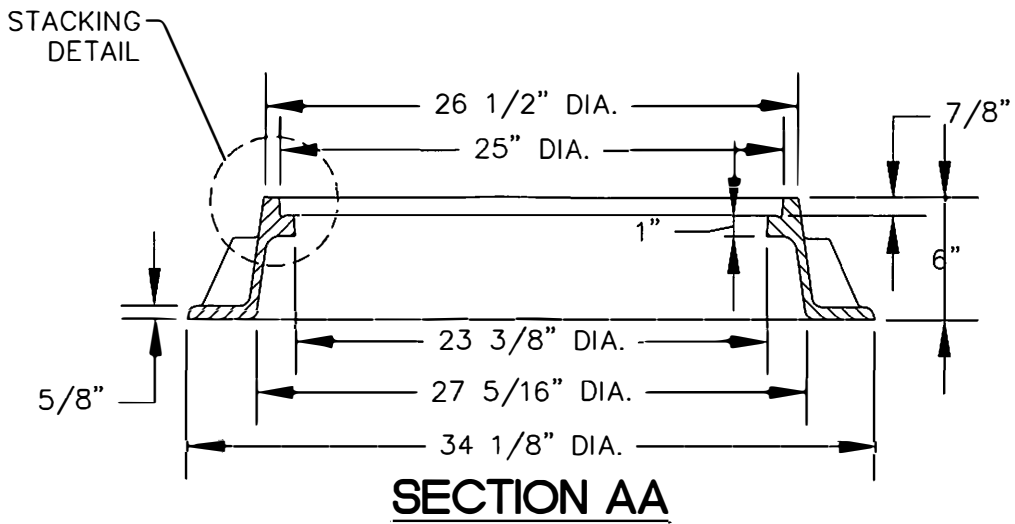
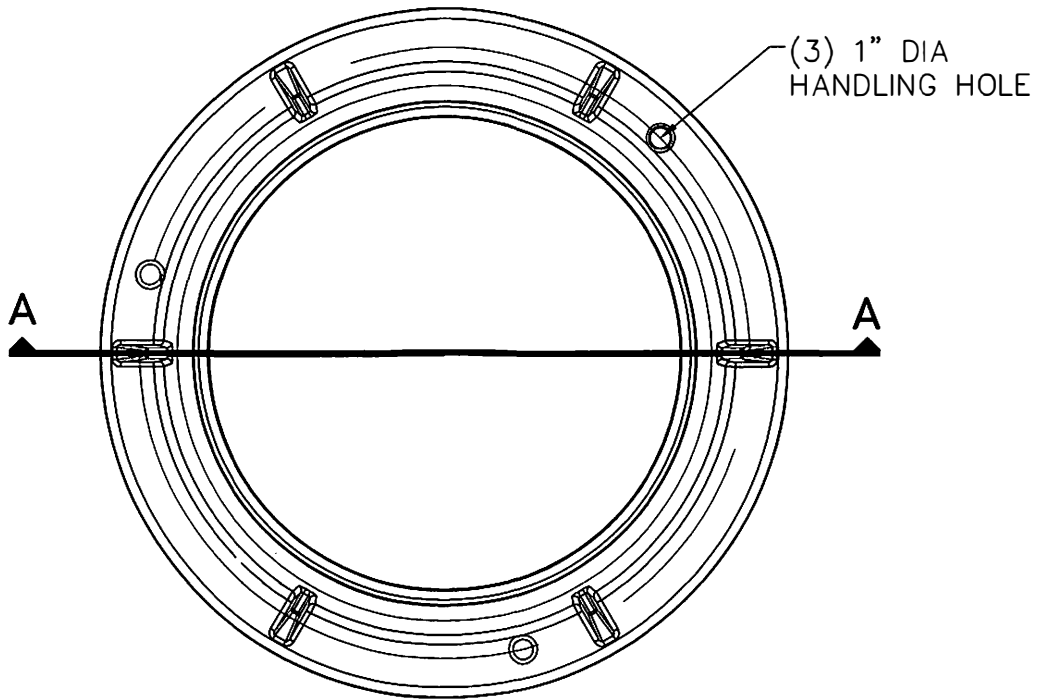
12001 Business Blvd. Rm 131

Eagle River, Alaska 99577

AND

Electronic Mailing to: Heather.Reed@anchorageak.gov or Facsimile to (907) 694-1540

M.A.S.S. SPECIFICATIONS



SCALE:
NTS

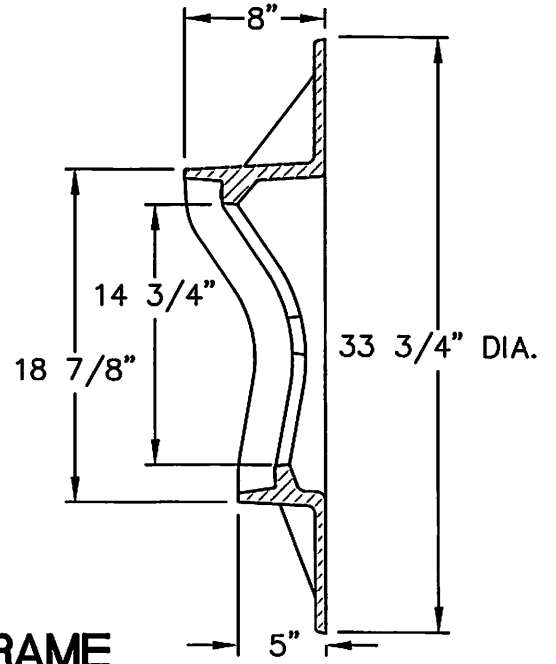
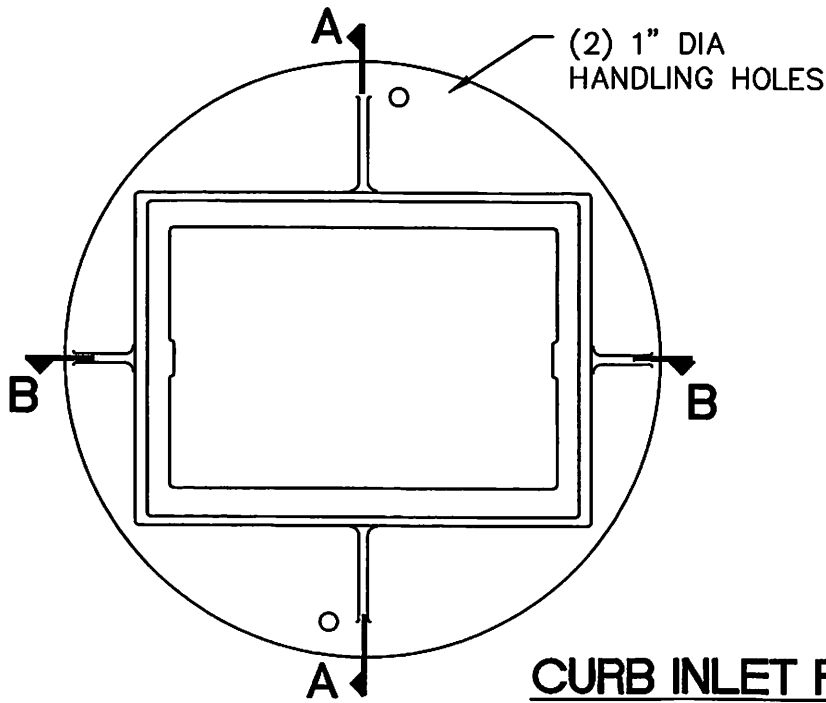
APPROVED:

REVISED:
01/2015

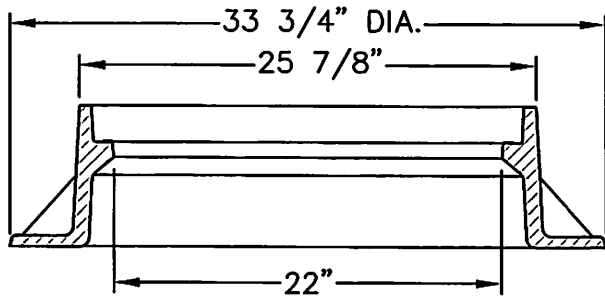
MANHOLE FRAME

SECTION #
50.03

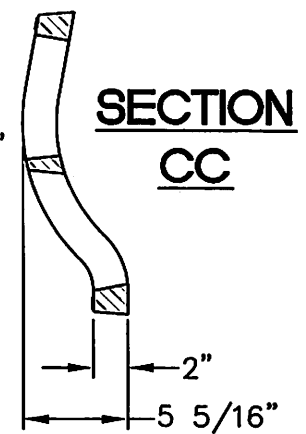
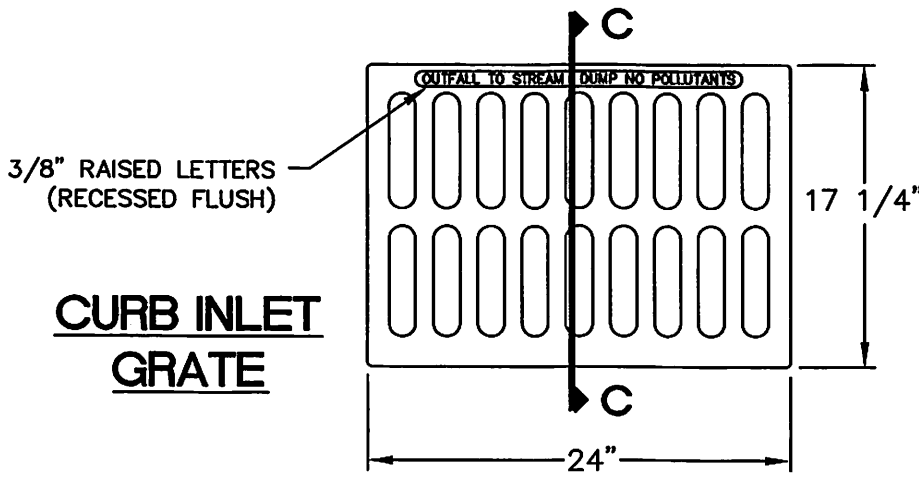
DETAIL #
50-09



SECTION AA



SECTION BB



MUNICIPALITY

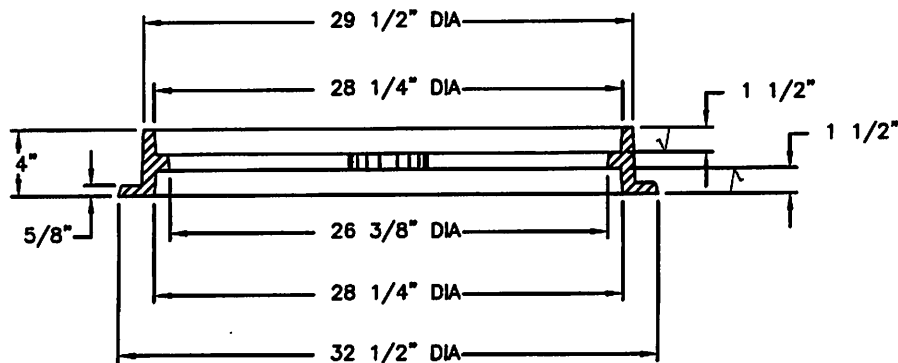
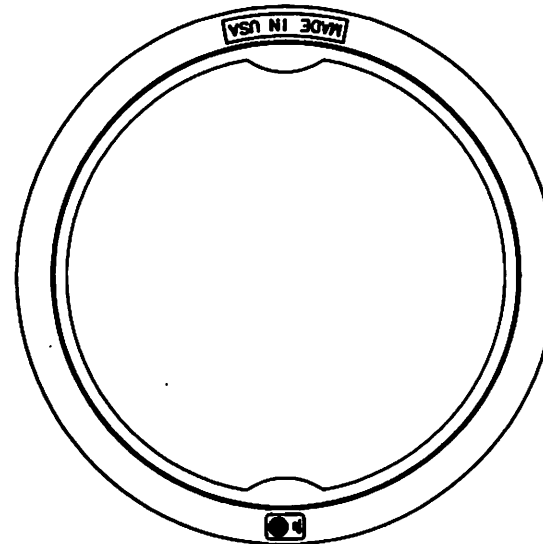
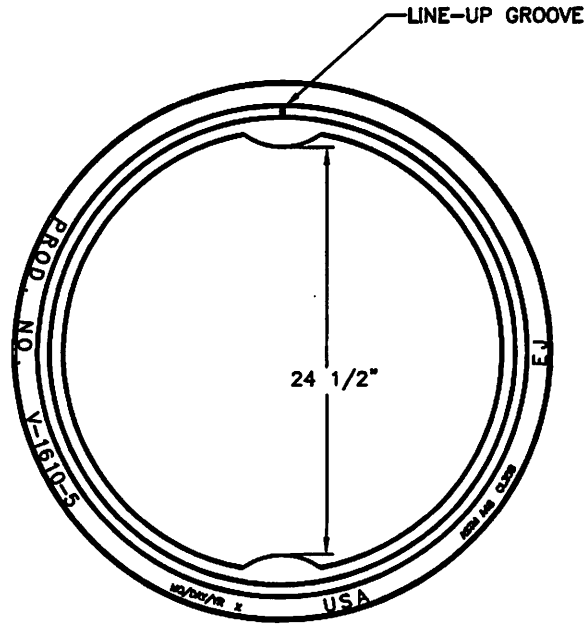
 OF ANCHORAGE

SCALE:
 NTS
 APPROVED:
 REVISED:
 10/08

**CATCH BASIN INLET
 FOR TYPE 2 CURB and GUTTER**

SECTION #
 55.09
 DETAIL #
 55-21

V1610-5 Frame



RING SECTION

FRAME IS REVERSIBLE, ORDER NO. V-1610-5 FOR BOTTOM FLANGE AND V-1810-5 FOR TOP FLANGE.

Product Number

41610510

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Undipped
- / Designates Machined Surface

Certification

- ASTM A48
-
- Country of Origin: USA

Drawing Revision

10/02/2002 Designer: SBB
07/07/2017 Revised By: DAL

Disclaimer

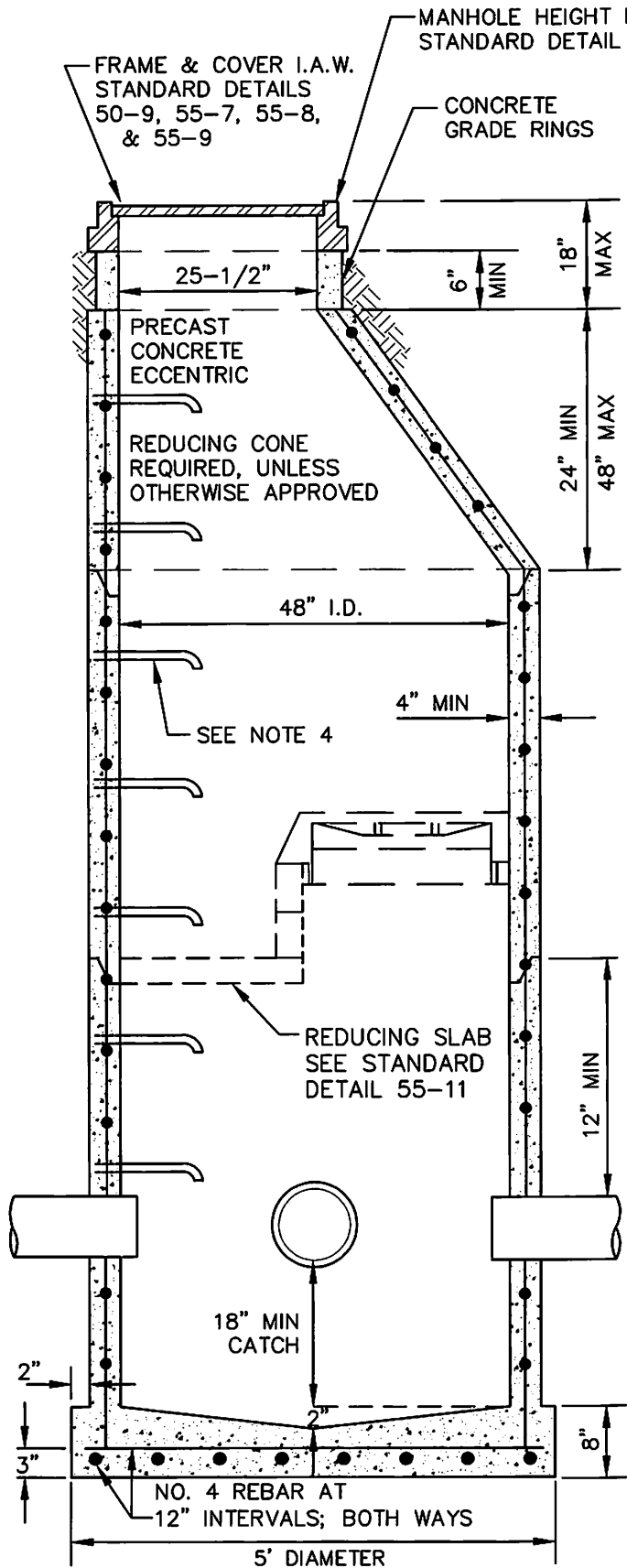
Weights (lbs./kg) dimensions (Inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

Contact

800 626 4653
ejco.com

REVISION: 11/14 DISTANCE FROM RUNG TO TOP OF CONE NOW 8"; 1/15 ADDED MAX DIST INFO TO NOTE 4



NOTES:

1. MANHOLE SECTIONS SHALL CONFORM TO A.S.T.M. C-478.
2. EXTEND PIPE 2" INTO MANHOLE. SEAL PIPE PENETRATIONS WITH NON-SHRINKABLE GROUT MIXED WITH POTABLE WATER I.A.W. MANUFACTURERS RECOMMENDATIONS.
3. BLOCKOUTS SHALL BE FORMED.
4. PLACE RUNGS 12" ON-CENTER ON UNOBSTRUCTED SIDE OF MANHOLE 18" MAX. FROM BOTTOM OF MANHOLE & 8" MAX. FROM TOP OF CONE. IF UNOBSTRUCTED SIDE NOT AVAILABLE, BOTTOM RUNG TO BE PLACED 6" OVER SMALLEST PIPE. WHEN USING REDUCING CONE, MAXIMUM DEPTH TO FIRST LADDER RUNG IS 24". WHEN USING FLAT SINGLE ACCESS LIDS, THE MAXIMUM DEPTH TO THE FIRST LADDER RUNG IS 28". SEE MANHOLE STEP STANDARD DETAIL 50-6.
5. MANHOLE SHALL HAVE MINIMUM OF ONE 6" GRADE RING.
6. BACKFILL AROUND MANHOLE WITH A MINIMUM OF 3' TYPE II CLASSIFIED FILL & BACKFILL. BACKFILL SHALL BE INCIDENTAL TO COST OF MANHOLE INSTALLATION.
7. CATCH BASIN LEADS SHALL ENTER THE MANHOLE AT LEAST ONE PRIMARY LEAD DIAMETER ABOVE THE TOP OF THE PRIMARY LEAD UNLESS MINIMUM PIPE SLOPES CANNOT BE ACHIEVED.
8. STEEL REQ'D FOR BARREL SHALL CONFORM TO A.S.T.M. C-478. EMBED STEEL IN BASE SO THAT FIRST BARREL SECTION IS CONNECTED WITH BASE.
9. "RAM-NEK" OR EQUAL AND PRIME BARREL JOINTS. HEAT "RAM-NEK" AND SEAL SURFACES BEFORE FINAL ASSEMBLY.
10. PRIMARY LEADS NOT TO EXCEED 24" CPEP OR HDPEP WITH INCLUDED ANGLE BETWEEN LEADS GREATER THAN OR EQUAL TO 135°, OR PRIMARY LEADS NOT TO EXCEED 18" CPEP OR HDPEP WITH INCLUDED ANGLE LESS THAN 135°.
11. A TYPE I MANHOLE SHALL NOT BE USED WHEN BOTH CATCH BASIN AND ACCESS FUNCTIONS ARE REQUIRED.

 MUNICIPALITY OF ANCHORAGE	SCALE: NTS APPROVED: REVISED: 1/15	<h2 style="margin: 0;">STORM DRAIN MANHOLE</h2> <h3 style="margin: 0;">TYPE I</h3> <h3 style="margin: 0;">PIPE ≤ 24"</h3>	SECTION # 55.05 DETAIL # 55-4
---	--	---	--

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