

INVITATION TO BID 20-064B

MATANUSKA-SUSITNA BOROUGH
PURCHASING DIVISION
PALMER, ALASKA



BIDDING AND CONTRACT DOCUMENTS FOR

Street Light & Light Pole Repairs

OPENING DATE & TIME: November 22, 2019 @ 3:00 PM

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ADVERTISEMENT

MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Ave.
Palmer, Alaska 99645
A D V E R T I S E M E N T

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	October 31, 2019
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

MATANUSKA-SUSITNA BOROUGH
BID #20-064B
Street Light & Light Pole Repairs

The Matanuska-Susitna Borough (MSB) is soliciting bids from qualified contractors furnish and replace inoperable street lights and replace a damaged light pole. Location of the work is on Seward Meridian Parkway and on Bogard Road near the Colony High & Colony Middle Schools.

Bid documents are available beginning **October 31, 2019** from the Purchasing Division, Matanuska-Susitna Borough, 350 E. Dahlia Ave., Palmer, AK 99645. For information call (907) 861-8601, Fax (907) 861-8617, or e-mail Purchasing@matsugov.us. This bid document will be available for free on the internet at www.matsugov.us.

Deadline for Questions: **November 14, 2019 @ 5:00 PM**

Bids Open: **November 22, 2019 @ 3:00 PM in the Purchasing Division**

Bids must be received in the Purchasing Division prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp in the Purchasing Division.

Persons needing accommodation in order to participate should contact the borough ADA coordinator at (907) 861-8404.

The Matanuska-Susitna Borough reserves the right to accept or reject any or all bids, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

10/30/19	Approved by: Signature on File
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DEPARTMENT ACCOUNT NUMBER: **265.000.000.422.000**

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully, the site of the proposed work and the Bidding Documents before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The Borough assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.

If material required for bidding purposes by these documents is absent, the bidder is required to notify the Purchasing Officer by facsimile (907) 861-8617, or by e-mail to purchasing@matsugov.us.

Any interested party submitting a bid/proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available off of the MSB Purchasing Division web page. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the Purchasing Officer promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing to the Purchasing Officer and shall arrive at least five (5) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a prebid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the prebid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the borough's Purchasing Officer. Questions or requests for clarification directed to any other member of the borough staff, or consultant may be grounds for rejection of bid as being irregular.

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Purchasing Office. Addendum will be issued by facsimile and/or U.S. Mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual signature must sign each Bid in longhand in **blue** ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on bottom left corner. Bids may be faxed only if specifically stated in bid documents.

Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

04. BID GUARANTEE

Any bid exceeding \$50,000 for total of all base items and alternates shall be accompanied by a certified check, postal money order, cashier's check, or Bid Bond in the amount of at least five percent (5%) of the total Base Bid amount, made payable to the Matanuska-Susitna Borough, Palmer, Alaska, with good and sufficient surety or sureties acceptable to the Borough. Bid Guarantees will be held until the Agreement is executed or for 60 days whichever is less. Power-of-Attorney for the person signing the Bid Bond for the Surety must be submitted with the Bid Bond.

If a surety bond is submitted, it shall be written on the form included in the Bidding Documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of their power of attorney.

05. DIRECTIONS FOR DELIVERY OF BIDS

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough
Purchasing Division
350 East Dahlia Avenue
Palmer, Alaska 99645

06. BIDDERS CHECK LIST

A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

07. RECEIPT AND OPENING OF BIDS

Bids shall be submitted to the Purchasing Division at or before the date and time of opening specified in the Invitation to Bid and the exact date and time of receipt of Bids will be recorded. Late Bids will not be considered. Time of Bid receipt will be determined by time stamp of the Purchasing Division.

Facsimile or other electronic transmitted bids will not be considered. Modification by facsimile of Bids already submitted will be considered if received by the Purchasing Officer at or prior to the time of Bid opening fixed in the Invitation to Bid. Facsimile modifications shall not reveal the amount of the original or revised Bid.

No liability will attach to the Borough for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

Bids may be withdrawn on written or facsimile request received from Bidder prior to the time specified for Bid opening.

If more than one Bid is offered by any one party, by or in the name of their 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.

08. EVIDENCE OF QUALIFICATIONS

Upon request of the Owner, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the Owner satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Agreement.

09. BIDDER QUALIFICATIONS

Before the Bid is considered for award, the Purchasing Officer reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The Purchasing Officer shall determine whether a Bidder is responsible on the basis of the following criteria:

The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.

The Bidder's record for honesty and integrity.

The Bidder's capacity to perform in terms of facilities, personnel and financing.

The Bidder's past performance under Borough Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, the Bidder may be determined as a non-responsible Bidder.

A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the Borough shall have the right to terminate the Agreement for the Contractor's breach, and the Borough may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, borough code or as appropriate.

Any determination that a Bidder is non-responsible will be made by the Purchasing Officer. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

10. ACTION ON BIDS

The Borough reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding or award of the Agreement.

This Contract, if awarded, shall be made only to a qualified, responsive and responsible bidder who submits the lowest bid. The Purchasing Officer shall determine whether a Bidder is qualified, responsive and responsible on the basis of the following criteria:

A. The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;

- B. The Bidder's record of honesty and integrity;
- C. The Bidder's capacity to perform in terms of facilities, personnel, and financing;
- D. Whether the Bidder has been debarred or suspended under Section 3.08.235 of the Matanuska Susitna Borough Code.
- E. At all times the best interests of the Borough shall be recognized in awarding bids.

Unless otherwise stated in the Bidding Documents, a contract, if awarded, shall be issued to the responsible Bidder who submits the lowest responsive Bid.

When the Bidding Documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

When the Bidding Documents contain a base bid and additive alternates, the low Bidder will be determined by the total of the lowest base bid and any alternates to be awarded. Additive alternates will be exercised at the option of Owner. Owner may select all, none, or any combination of Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

When the Bidding Documents contain deductive alternates, the low Bidder will be determined by the lowest base bid. If the lowest base bid exceeds the funds available, the low Bidder will be determined by the total of the base bid and any deductive alternates selected. Owner may select all, none, or any combination of Deductive Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

The amount of the purchase order shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the Purchasing Officer and specified in the Agreement.

On all Bids, Notice of Intent to Award or rejection will be given within sixty (60) days of Bid opening. The notice will be in writing and signed by the Purchasing Officer. A Notice of Intent to Award, and no other act of the Borough or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to perform on the resultant purchase order.

When vendors and/or contractors propose equal pricing (or tie bids), bids will be reviewed by the Purchasing Officer to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

11. BONDS (PAYMENT AND PERFORMANCE)

For any bid exceeding \$50,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. Local Bond Exemptions under MSB 3.08.530 will NOT be considered for this project.

12. INSURANCE

SEE INSURANCE REQUIREMENTS IN SAMPLE SERVICE, MAINTENANCE, OR CONSTRUCTION AGREEMENT REFERENCED IN BIDDING DOCUMENTS. **It is the Bidder's responsibility to carefully review these requirements with their insurance provider to ensure they have, or can obtain, the minimum per project and other requirements before submitting a bid.**

13. ESTIMATES OF QUANTITIES APPROXIMATE ONLY

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" given under the heading "Bid Form" are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The Owner does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

14. EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted shall execute the Agreement and furnish the required bonding and insurance within five (5) working days after Notice of Intent to Award of the Agreement is issued. The Agreement shall be considered executed by the successful Bidder when the Agreement is signed by an authorized representative of the Contractor, and the Bond and insurance certificate(s) are received by the Purchasing Officer. Failure or neglect of the Contractor to execute the Agreement within the time specified may result in a forfeiture of the Bid Guarantee and award of the Agreement to the next lowest Bidder.

The Owner will execute the Agreement within ten (10) working days after execution by the Contractor as set forth above. The date the Agreement is executed by the Owner is the Agreement Date. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties as of the Agreement Date.

The Notice to Proceed will be issued within seven (7) working days of the Agreement Date unless otherwise specified in the SPECIFICATIONS/SCOPE OF WORK. The effective date of the Notice to Proceed shall be within ten (10) working days of the Agreement Date unless otherwise specified in the Special Provisions.

15. CONTRACTOR'S WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIFICATIONS/SCOPE OF WORK. This warranty shall require the Contractor to remedy promptly, without cost to the Owner, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the Borough Representative, is of such nature as to demand immediate repair, the Borough shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

16. CERTIFIED PAYROLL: (RESERVED)

17. STATE OF ALASKA PREVAILING WAGE SCALE: (RESERVED)

18. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS:

- A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the Borough which has not been remedied within 10 calendar days of receipt of written notice.

- B. The Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.
- C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an Agreement between the Borough and the same.

19. PROTEST OF AWARD OF BID

Within two days of service of the Purchasing Officer's determination of the apparent successful proposal, a proposer who wishes to protest the determination shall lodge a protest with the Purchasing Officer. The protest shall be in writing on a form provided by the Purchasing Officer. The protest shall describe with particularity the alleged errors in the award recommendation. The Purchasing Officer shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be downloaded from the Borough's web site at www.matsugov.us, selecting "Services", then selecting "Forms" under Forms and Documents, then selecting "Purchasing Forms". A copy can also be obtained by contacting the Purchasing Division at (907) 861-8601.

In order to receive notice of the apparent successful proposal, the proposer must provide the Borough with a fax number. It is the responsibility of the proposer to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful proposer is issued and the period in which protests can be filed.

20. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all entities conducting business within the Borough boundaries have a current business license issued by the Matanuska-Susitna Borough. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of this borough code and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling (907) 861-8442. MSB §3.36.040.

21. PROCEDURES FOR AWARD

Contracts shall be awarded by written notice issued by the Purchasing Officer to the lowest qualified, responsive, and responsible Bidder, provided that, if the lowest bids are approximately equal, local bidder preference may be applied.

22. LOCAL BIDDER PREFERENCE

Agreements shall be awarded to the lowest qualified, responsive and responsible Bidder, provided that, if the lowest bids are approximately equal, that is, within the lesser of \$2,000 or 5 percent of each other, preference may be given to local Bidders who maintain and operate businesses within the boundaries of the Borough. MSB 3.08.240

23. QUALIFIED AND RESPONSIBLE BIDDER

The Borough reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the Borough's sole discretion, if the Bidder

is a qualified vendor. Past dealings with the Borough and other government agencies will be considered in determining if the Bidder is a responsible vendor.

24. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation To Bid.

25. LICENSE REQUIREMENTS

All Contractors, and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska's licensing requirements for performing work under this contract.

26. SUBCONTRACTOR'S AND SUPPLIERS

The firm submitting the apparent low bid must complete the proposed Subcontractor's and Suppliers List, found in Section V of this solicitation and provide the document to the Purchasing Officer within 24 hours of request from the Purchasing Division.

27. ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS

By signing the Bid Form/Proposal Submittal Form, the bidder or proposer certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS/PROPOSERS associated with this solicitation. Submission of a bid or proposal in response to this solicitation, certifies that the bidder is willing to accept these terms and understands that failure to accept these terms will subject the bidder to forfeiture of the contract/agreement and loss of any bid guarantee as liquidated damages.

Bidders and proposers are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

28. FLOW DOWN PROVISIONS

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION III

SCOPE OF WORK

Matanuska-Susitna Borough

Street Light and Light Pole Repair

Scope of Work

The Matanuska-Susitna Borough (MSB) is soliciting bids from qualified contractors furnish and replace inoperable street lamps and replace a damaged pole as listed below.

General:

The contractor shall provide all labor, equipment, materials, permits, traffic control and supervision to replace street lamps and install an owner provided light pole according to all Local, State and Federal laws and regulations. Contract must be licensed with the State of Alaska and the MSB as well as being properly insured per the Bid Documents to work on MSB projects.

Lamp Replacement: Seward Meridian Parkway between the Parks Highway and the Palmer/Wasilla Highway (see attached lamp schedule for specifications).

250 watt High Pressure Sodium (HPS) lamps – 9 ea.

Bogard Road at the 49th Street roundabout and the roundabout located in front of the Colony Middle School (see attached sketch).

Total lamps out: 16

250 watt HPS lamps – 9 ea.

400 watt HPS lamps – 7 ea.

Pole Replacement: The pole needs to be installed with the lamp, arm and luminaire. This is a replacement pole, foundation and base are in place. Pole and arm are located at the Operations and Maintenance yard at 1420 South Industrial Way, Palmer Alaska.

Contractor will need to supply LED luminaire 240 (see attached luminaire schedule) and breakaway base bolts. Installation location is on westbound lane right before the intersection of S. Felton St. and N. Anna St. (see attached drawing).

Period of Performance:

Work shall be completed within 14 working days upon execution of contract.

SECTION IV

BID FORM

BID FORM
SOLICITATION 20-064B
Street Light & Light Pole Repairs

Provide all personnel, material, supplies, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work in this solicitation. Bid will be awarded to the lowest responsive and responsible bidder with the lowest TOTAL BID PRICE.

Bid Item	Description	Quantity	Price Each	Bid Price
1.	Furnish and Install Replacement 250 Watt HPS Lamps on Seward Meridian Parkway per Scope of Work	9		\$ _____
2.	Furnish and Install Replacement 250 Watt HPS Lamps on Bogard Road Near Colony High / Middle Schools per Scope of Work	9		\$ _____
3.	Furnish and Install Replacement 400 Watt HPS Lamps on Bogard Road Near Colony High / Middle Schools per Scope of Work	7		\$ _____
4.	Furnish and Install Luminaire on Replacement Pole per Scope of Work.	1		\$ _____
5.	Install Light Pole on Bogard Road Near Colony High / Middle Schools per Scope of Work	1		\$ _____
Total Bid Price				\$ _____

 Company Name

 Date

 Signature

BID FORM (Continued)
SOLICITATION 20-064B
Street Light & Light Pole Repairs

By signing below, the Bidder is hereby certifying to the following –

1. The Bidder has carefully examined the bid documents for this solicitation and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.

- | |
|---|
| 5. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

Acknowledge Addenda Here _____ |
|---|

Company Name

Date

Mailing Address

Signature

City, State and Zip Code

Printed (or typed) Name

Contact Person (printed or typed)

Title (printed or typed)

Phone Number

Email Address

Facsimile Number

State and Specialty License Numbers

It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening.	To be considered responsive, Bidders should include the following with their bid: <ul style="list-style-type: none"> ✓ Signed Bid Form (acknowledging Addenda if applicable) ✓ Bid Guarantee (if required) ✓ Any other items requested in the ITB's & Specs/SOW
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BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska as OWNER in the penal sum of _____ for the payment of which, will and truly to be made, will hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to Matanuska-Susitna Borough a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for BID _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,

then this obligation shall be void, otherwise the same shall remain in force and effect: it be expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Matanuska-Susitna Borough.

_____ (L.) _____
 Principal Surety

By: _____ By: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located.
INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

SECTION V

SAMPLE FORMS

SERVICES AGREEMENT

SAMPLE

20-064B

Street Light & Light Pole Repairs

THIS AGREEMENT made and entered into this _____ day of _____ 2019, by and between the **MATANUSKA-SUSITNA BOROUGH** and _____.

SECTION 1. DEFINITION. In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Contractor" means _____.
- C. The term "Manager" means the manager of the Matanuska-Susitna Borough or his authorized representative.

SECTION 2. EMPLOYMENT OF CONTRACTOR. The Borough hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

SECTION 3. SCOPE OF SERVICES. The Contractor shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

SECTION 4. PERSONNEL. Personnel shall be limited to _____.

SECTION 5. TIME OF PERFORMANCE. The services of the Contractor shall commence upon execution of this Agreement and completed within 14 working days.

SECTION 6. COMPENSATION.

A. Subject to the provisions of this Agreement, the Borough shall pay the Contractor a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Appendix "B", attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix "B".

C. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Contractor in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the Borough.

SECTION 7. METHOD AND TIME OF PAYMENT.

A. The Borough will pay to the Contractor the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Contractor's services. That sum will be paid on

receipt of billings submitted pursuant to a schedule set forth in Appendix "B", if not identified within Schedule "B", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Contractor in the event the Borough requests said documentation.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the Borough.

C. All invoices must be submitted in duplicate and addressed as follows:

Matanuska-Susitna Borough
Attention: Accounts Payable
350 East Dahlia Avenue
Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Contractor exceed _____.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Borough shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor under this Agreement are the property of the Borough and shall be delivered to the Borough by or upon the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

SECTION 9. TERMINATION FOR CONVENIENCE OF BOROUGH. The Borough may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the Borough and shall be delivered to the Borough by or upon the effective date of execution of this section. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this

Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

SECTION 10. CAUSES BEYOND CONTROL. In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor

and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The Borough will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

SECTION 11. MODIFICATIONS.

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the Borough may require changes in the Scope of Services and an unreasonable refusal by the Contractor to agree to modification in the Scope of Services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement not be modified, under any circumstances, without prior written approval of the Borough.

SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 A for applicants for employment and employees as the Borough may require.

SECTION 13. INTEREST OF MEMBERS OF BOROUGH AND OTHERS. No officer, member or employee of the Borough and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 14. ASSIGNABILITY.

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Borough, thereto; provided, however that claims for money due or to become due to the Contractor from the Borough under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough, or the Contractor shall be responsible to the Borough for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the Borough.

SECTION 15. INTEREST OF CONTRACTOR. The Contractor covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 16. FINDINGS CONFIDENTIAL. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Borough.

SECTION 17. PUBLICATION, REPRODUCTION AND USE OF MATERIALS. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

SECTION 18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 19. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 20. NON-WAIVER. The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 21. PERMITS, LAWS AND TAXES. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under

this Agreement.

SECTION 22. RELATIONSHIP OF THE PARTIES. The Contractor shall perform its obligations hereunder as an independent Contractor of the Borough. The Borough may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 23. CONTRACT ADMINISTRATION.

A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Contractor shall be administered, supervised, and directed by _____. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

SECTION 24. INTEGRATION. This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated either by reference or full text into this Agreement as if fully set forth herein:

<u>FULL TEXT</u>	<u>REFERENCE</u>
Appendix "A" ~ Scope of Services	Alaska Business License
Appendix "B" ~ Bid Form	Matanuska-Susitna Borough License
Appendix "C" ~ Certificate of Insurance	Contractor's License
Appendix "D" ~ Addendum (a)	Solicitations Documents Issued Under 20-064B

SECTION 25. BOROUGH HELD HARMLESS.

A. The Contractor shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 26. INTERPRETATION AND ENFORCEMENT. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

SECTION 27. CONTRACTOR INSURANCE.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability

\$1,000,000: Combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

\$1,000,000: Products/Completed Operations

\$1,000,000: General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$500,000 Per Occurrence
Bodily Injury - \$500,000 Per Employee
Bodily Injury by Disease - \$500,000 Policy Limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Borough.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Contractor to the attention of the Borough's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

F. Verification of Coverage

Contractor shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

SECTION 28. SEVERABILITY. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

SECTION 29. UNDERSTANDING. The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

SECTION 30. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Contractor: (Insert Contractor's address here)

SECTION 31. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS.

A. Any Contractor in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, rental payments, or land payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease, rental agreement, or land payments, that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases, rental agreements, and land payments, against any amount owing to the same under an Agreement between the Borough and the same.

SECTION 32. FLOWDOWN PROVISIONS.

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION 33. CONTRACTS ENFORCEABLE AGAINST THE BOROUGH (MSB CODE 3.08.120)

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

SECTION 34. AUTHORITY OF THE PURCHASING OFFICER (MSB Code 3.08.150)

All borough contracts for supplies, services, professional services and construction, and any amendments to the contracts shall be signed by the manager or the purchasing officer. MSB Code 3.08.170 CONTRACT AMENDMENTS; ASSEMBLY APPROVAL states

A. Contract amendment shall not be used to avoid procurement by the competitive procedures establish under this title.

B. Except for emergency procurement authorized under MSB 3.08.200, contracts for supplies, services, profession services and construction may be amended by the manager or the purchasing officer with the approval of the assembly, as set forth in MSB 3.08.161, only for the following reasons:

1. to change the quantity order or date of delivery under contract for supplies, where necessary to meet unforeseen borough requirements;
2. to change the quantity of services or professional services to be rendered, or to change the scope of a project under a contract for services or professional services where necessary to meet unforeseen changes in borough requirements;
3. to change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen borough requirements, or to change the specification under a construction contract because unforeseen conditions render the original specification impracticable;
4. to change the time for completing a project under a contract for services, professional services or construction;
5. to correct an error in contract specifications made by the borough in good faith or to resolve a good faith dispute between the borough and a contractor as to a party's rights and obligations under the contract; and
6. to change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished the borough.

For these purposes, the Purchasing Officer is defined as **Rustin Krafft** during absences of the purchasing officer, the Assistant Purchasing Officer has been delegated the authority to act as the Purchasing Officer.

AUTHORITY OF THE BOROUGH PROJECT MANAGER

The Borough Project Manager has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the Matanuska-Susitna Borough.

SIGN HERE: _____

SECTION 35. FUND VERIFICATION. Fund source and verification of funds for this project:

Funding Source: **Per Purchase Order #2020-XXXX**

MATANUSKA-SUSITNA BOROUGH

CONTRACTOR

RUSTIN M. KRAFFT
Purchasing Officer

Name: _____

Title: _____

STATE OF ALASKA

Third Judicial District

On _____, 2019, _____ personally appeared before me,

- 1. _____ who is personally known to me
- 2. _____ whose identity I proved on the basis of _____
- 3. _____ whose identity I proved on the oath/affirmation of _____ a credible witness

to be the signer of the Agreement for **20-064B Street Light & Light Pole Repairs** and he/she acknowledged that he/she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA

Third Judicial District

On _____, 2019, RUSTIN M. KRAFFT, Purchasing Officer, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.

Notary Public
My Commission expires: _____

Street Light & Light Pole Repairs
BID #20-064B

PROPOSED SUBCONTRACTORS AND SUPPLIERS

NOTE: If your company is the apparent low bidder, this list is to be delivered to the borough by the end of the first work day following the Bid Opening. Put an 'X' or '√' in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME AND ADDRESS	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

SIGNATURE

COMPANY NAME

DATE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bidding Schedule(s) _____.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to fixed by the court. This bond shall insure to the benefit of any persons, companies or corporation entitled to file claims under applicable State law.

Provided, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

Signed, this _____ day of _____, 2019.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

By: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

by: _____
(Signature)

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bidding Schedule(s) _____ of the Owner's specifications, entitled _____.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE Surety hereby waives notice of any alteration or extension of time made by the Owner.

WHENEVER Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount previously paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed, this _____ day of _____, 2019.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

by: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

by: _____
(Signature)

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

SECTION VI
ATTACHMENTS

REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
No.	DATE	DESCRIPTION	ALASKA	MSB 15-128B/59213	2015	H28	H43
1	6/18/15	REVISED LIGHTING AND J-BOX SCHEDULE					

REMARKS

EAR PROPOSED MSE WALL

EAR PROPOSED MSE WALL

STRIAN TUNNEL LUMINAIRE

STRIAN TUNNEL LUMINAIRE

STRIAN TUNNEL LUMINAIRE

LAMP SCHEDULE		
MANUFACTURER	SYLVANIA OR APPROVED EQUAL	SYLVANIA OR APPROVED EQUAL
MODEL	LU400 OR APPROVED EQUAL	LU250 OR APPROVED EQUAL
BULB	ET18	ET18
BASE	E39	E39
ANSI SPEC NUMBER	S51	S50
LAMP FINISH	CLEAR	CLEAR
OPERATING POSITION	UNIVERSAL	UNIVERSAL
AVERAGE RATED LIFE	30,000 HOURS	30,000 HOURS
INITIAL LUMENS	50,000	29,000
MEAN LUMENS	45,000	25,000
CRI	22	22
CCT	2100	2100

LUMINAIRE SCHEDULE		
MANUFACTURER	GE OR APPROVED EQUAL	CREE OR APPROVED EQUAL
MODEL	M400A-PLUS OR APPROVED EQUAL	EDGE CANOPY OR APPROVED EQUAL
WATTAGE	250 OR 400	101
LIGHT SOURCE	HPS	LED
VOLTAGE	480	240
INITIAL LUMENS	MAG-REG	10,375
BALLAST TYPE	NONE	MULTI-LEVEL DRIVER
PE CONTROL	PLUG-IN	NONE
LENS TYPE	FLAT GLASS	FLAT GLASS
IES DISTRIBUTION TYPE	M-C-3	S-C-5
FILTER	CHARCOAL W/ ELASTOMER GASKET	N/A
UL LISTED	YES	YES

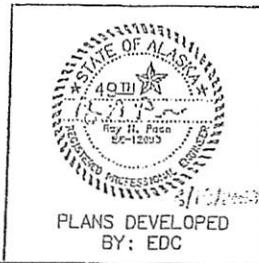
J-BOX	STATION ALIGNMENT	OFFSET	TYPE
0B	"BR" 20+00.00	93.0' LT	1A
1	"BR" 39+17.30	34.7' LT	1A
2	"BR" 38+33.90	108.5' RT	1A
3	"BR" 37+07.20	160.5' LT	1A
4	"BR" 36+46.30	80.9' LT	1A
5	"BR" 35+95.90	40.8' RT	1A
6	"BR" 36+71.90	106.0' RT	1A
7	"BR" 37+99.20	156.5' RT	1A
8	"BR" 38+60.10	82.5' RT	1A
9	"BR" 33+79.30	66.1' RT	1A
10	"BR" 33+79.90	47.5' LT	1A
11	"BR" 31+26.50	67.6' RT	1A
12	"BR" 31+26.50	34.5' LT	1A
12A	"BR" 29+28.60	34.5' LT	1A
12B	"BR" 29+41.20	43.9' LT	NOTE 1
13	"BR" 28+77.50	54.7' RT	1A
14	"BR" 28+80.50	34.5' LT	1A
15	"BR" 26+53.80	58.5' RT	1A
16	"BR" 26+50.80	31.0' LT	1A
17	"BR" 24+03.40	55.5' RT	1A
17A	NOT USED		
18	"BR" 23+97.40	30.7' LT	1A
19	"BR" 22+01.20	29.9' LT	1A
20	"BR" 21+29.00	60.0' LT	1A
20A	"BR" 20+99.30	119.9' LT	1A
21	"BR" 20+35.27	113.8' LT	1A
22	"BR" 18+82.90	57.7' LT	1A
22A	"BR" 19+18.00	39.2' LT	1A
23	"BR" 19+11.80	47.0' RT	1A
24	"BR" 20+09.50	113.5' RT	1A
24A	"BR" 20+45.20	173.3' RT	1A
25	"BR" 20+94.10	172.8' RT	1A
26	"BR" 21+43.70	87.5' RT	1A
27	"BR" 16+88.50	57.0' RT	1A
28	"BR" 16+88.50	41.0' LT	1A
29	"BR" 14+55.00	49.0' RT	1A
30	"BR" 14+55.00	37.0' LT	1A
31	"BR" 12+47.00	52.6' RT	1A
32	"BR" 12+47.00	34.9' LT	1A
33	"BR" 503+04.90	44.7' LT	1A
34	"BR" 503+06.40	54.8' RT	1A
35	"49TH" 505+36.60	46.5' LT	1A
36	"49TH" 505+37.60	54.6' RT	1A
37	"49TH" 512+71.30	50.1' LT	1A
38	"49TH" 512+71.20	50.6' RT	1A
39	"49TH" 514+99.30	48.1' LT	1A
40	"49TH" 514+99.30	46.4' RT	1A
38A	"49TH" 511+56.69	46.1' RT	1A
0A	"49TH" 511+59.40	80.1' LT	II

NOTE 1: MAX 4X STAINLESS STEEL PULL BOX TO PROVIDE TRANSITION FROM UNDERGROUND CONDUIT TO TUNNEL CEILING MOUNT.

PERFORMANCE CRITERIA - STRIAN TUNNEL

REQUIRED*	BOGARD	
NOT SPECIFIED	CEILING	
	S-C-5	
	LED	
	101	
	20'	
	10'	
	40'	
	0.85	
DAYTIME		
DE	10.0 FC	10.8 FC
N)	3.00:1	2.63:1
NIGHTTIME		
DE	4.0 FC	5.4 FC
N)	3.00:1	2.58:1

DAY LIGHTING, TABLE 7



MATANUSKA - SUSITNA BOROUGH

BOGARD ROAD EXTENSION EAST PHASE II CONSTRUCTION

ROADWAY ILLUMINATION SCHEDULE

ELECTROLIER SCHEDULE

ELECTROLIER NO.	STATION	OFFSET (FT)	WATTS	NO. LED'S	MOUNTING HEIGHT (FT)	LIGHTING DISTRIBUTION	ARM LENGTH (FT)	SHAFT LENGTH (FT)	POLE TYPE	
L43	"BR" 169+05.44	77.57' RT.	274	120	30	M-C-2	12	28	FIXED	S. FELTON ST/BOGARD RD
L44	"BR" 169+79.03	65.95' LT.	274	120	30	M-C-2	12	28	FIXED	S. FELTON ST/BOGARD RD
L45	"BR" 170+17.45	70.11' RT.	274	120	30	M-C-2	12	28	FIXED	S. FELTON ST/BOGARD RD
L46	"BR" 171+35.33	38.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L47	"BR" 172+33.03	58.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L48	"BR" 172+44.21	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L49	"BR" 173+96.66	41.50' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L50	"BR" 174+09.53	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L51	"BR" 175+88.89	42.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L52	"BR" 176+05.58	50.00' RT.	204	120	30	M-C-2	18	28	FRANGIBLE	
L53	"BR" 177+81.06	42.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L54	"BR" 178+01.63	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L55	"BR" 179+73.27	42.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L56	"BR" 179+97.68	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L57	"BR" 181+45.68	65.00' RT.	274	120	30	M-C-3	12	28	FRANGIBLE	
L58	"BR" 181+65.46	42.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L59	"BR" 182+35.68	65.00' RT.	274	120	30	M-C-3	12	28	FRANGIBLE	LMA1-0'; LMA2-270'
L60	"BR" 183+10.88	46.29' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	LMA 45'
L61	"BR" 183+25.68	66.12' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	LMA 45'
L62	"BR" 183+95.37	58.47' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L63	"BR" 184+43.68	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L64	"BR" 185+43.29	42.00' LT.	204	120	30	M-C-2	12	28	FRANGIBLE	
L65	"BR" 186+65.68	42.00' RT.	204	120	30	M-C-2	12	28	FRANGIBLE	

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MSB_Luminaries Bogard



October 5, 2019

- All Signs
- All Light Fixtures

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