

**INVITATION TO BID
20-066B**

**MATANUSKA-SUSITNA BOROUGH
PURCHASING DIVISION
PALMER, ALASKA**



BIDDING AND CONTRACT DOCUMENTS FOR

Provide On-Call Heavy Equipment and Operator Services

DUE DATE & TIME: November 21, 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
Frontiersman	CONTRACT	November 1, 2019
TYPE OF AD:	() Display	(X) Classified
		() 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

REQUEST FOR BID #20-066B
Provide On-Call Heavy Equipment and Operator Services

The Matanuska-Susitna Borough (MSB) is soliciting firm pricing from qualified contractors with intent to establish a list of contractors to provide on-call services for heavy equipment rental, to include operator, during after-hours emergency situations. The contracts include provisions for equipment/operator rental during normal business hours, during a time of emergency where normal bidding procedures are waived.

Bid documents are available to download for free beginning **October 31, 2019** from the MSB Purchasing Division's website, at <https://www.matsugov.us/contractopportunities>. For more information call (907) 861-8601, Fax (907) 861-8617, or e-mail purchasing@matsugov.us.

Deadline for Questions: **November 13, 2019 at 5:00 PM**

Bids due: **November 31, 2019 at 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.

Date: 10/29/19	Approved by: Signature on File
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DEPARTMENT ACCOUNT NUMBER: **100.100.128.422.000**

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully 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 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 using 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 (RESERVED)

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 99645-6488

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 unless specifically stated in bid documents. 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.

The borough intends to issue a Blanket Ordering Agreement (BOA) for the supplies or services specified, and effective for the period stated on the Bid Form. The quantities of supplies or services specified in the Bid Form are estimates only and are not purchased by any resulting contract. Except as otherwise provided, if the borough's requirements do not result in orders in the quantities described as "estimated", on the Bid Form, that fact shall not constitute the basis for an equitable price adjustment. Delivery or performance shall be made only as authorized by issuance of individual purchase orders and as further described in the sample Blanket Ordering Agreement.

11. 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.**

12. 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.

13. EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted shall execute the Agreement and furnish the required 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 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, if applicable, will be issued within seven (7) working days of the Agreement Date unless otherwise specified in the SCOPE OF SERVICES. The effective date of the Notice to Proceed shall be within ten (10) working days of the Agreement Date unless otherwise specified in the Scope of Services.

14. CONTRACTOR'S WARRANTY (RESERVED)

15. 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.

16. PROTEST OF AWARD OF BID (RESERVED)

17. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all businesses conducting business within the boundaries of the Borough have a current business license issued by the 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 907-861-8632. MSB '3.36.060.

18. PROCEDURES FOR AWARD (RESERVED)

19. LOCAL BIDDER PREFERENCE

Purchase orders 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

20. 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.

21. 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.

22. 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.

23. DESCRIPTIVE LITERATURE (RESERVED)

24. 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.

SECTION III

SCOPE OF SERVICES

MATANUSKA-SUSITNA BOROUGH

Bid #20-066B

Provide On-Call Heavy Equipment and Operator Services

The Matanuska-Susitna Borough (MSB) is soliciting firm pricing from qualified contractors with intent to establish a list of contractors to provide on-call services for heavy equipment rental, to include operator and operating expenses, during after-hours emergency situations. The contract(s) also include provisions for equipment/operator rental during normal business hours, during a time of emergency where normal bidding procedures are waived. Work may include, but not limited to, any operation that requires heavy equipment to save or protect personnel, property, or environment as determined by the designated MSB Incident Commander.

Background:

These contracts will allow the MSB to provide more timely response to an emergency situation. The Department of Emergency Services, through the Public Works Director and Purchasing Officer will execute, monitor and administer on-call contracts. The contractor will only be paid for services rendered when called out by an authorized Borough employee. A list of authorized Borough employees will be given to each contractor upon contract execution. The Borough will be responsible to keep this list updated.

Scope of Work:

The MSB is requesting prospective contractors to provide pricing on specific Road Services Areas (RSA)'s they can cover. Prospective Contractors are not restricted on which RSA's they may service, however Contractors will be required to respond within 2 hours upon notification. Schedule "A" pricing will be utilized during emergency call out situations (other than normal business hours). Schedule "B" pricing will be utilized during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM). Contractor shall provide a mobilization / demobilization cost for each RSA they submit bids for.

RSA maps are attached. The RSA's are as follows:

RSA #9 – Midway	RSA #14 – Fairview	RSA #15 – Caswell Lakes
RSA #16 – South Colony	RSA #17 – Knik	RSA #19 – Lazy Mountain
RSA #20 – Greater Willow	RSA #21 – Big Lake	RSA #23 – North Colony
RSA #25 – Bogard	RSA #26 – Greater Butte	RSA #27 – Meadow Lakes
RSA #28 – Gold Trail	RSA #29 – Greater Talkeetna	RSA #30- Trapper Creek
RSA #31 – Alpine	RSA #69 – Pork McKenzie	

Graders, bulldozers, backhoes, dump trucks, side dump trailers and all terrain forklifts are examples of heavy equipment.

Contractors must provide to the Purchasing Division, and keep updated (as changes occur), a primary and alternate after hours contact number. It is the Contractor's responsibility to keep their contact numbers updated with the Purchasing Division.

The MSB intends to issue Blanket Ordering Agreements (BOA's) as a result of this solicitation.

Multiple BOA's may be issued for any particular RSA.

The initial contract period will be from contract execution thru June 30, 2022 with two (2) one (1) year optional renewal periods by mutual agreement by both parties. Annual expenditure, if any, for the BOA's is unknown and therefore not guaranteed.

Orders will be issued under this Agreement in the form of purchase orders issued by the MSB. It is understood and agreed that the MSB has no obligation under the terms of this Agreement to issue such orders.

Contractor's must be properly licensed and insured to provide these services.

SECTION IV

BID SCHEDULE

**BID SCHEDULE
SOLICITATION 20-066B**

Provide Emergency On-Call Heavy Equipment and Operator Services

Provide all personnel, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work/Specifications entitled ***Provide Emergency On-Call Heavy Equipment and Operator Services. Unit Price shall include equipment rental and operator.***

Schedule "A" (Emergency Call Out) Description	Unit	Unit Price
RSA #(s): _____ (Fill out a separate Bid Schedule if multiple RSA's are being bid on and the rates are different) Please provide a detailed description of proposed equipment to be used		
	HR	\$ _____
Mobilization / Demobilization Cost	HR	\$ _____

Company Name

Date

Signature

**BID SCHEDULE
SOLICITATION 20-066B**

Provide Emergency On-Call Heavy Equipment and Operator Services

Provide all personnel, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work/Specifications entitled ***Provide Emergency On-Call Heavy Equipment and Operator Services. Unit Price shall include equipment rental and operator.***

Schedule "B" (Normal Business Hours) Description	Unit	Unit Price
RSA #(s): _____ (Fill out a separate Bid Schedule if multiple RSA's are being bid on and the rates are different) Please provide a detailed description of proposed equipment to be used		
	HR	\$ _____
Mobilization / Demobilization Cost	HR	\$ _____

Company Name

Date

Signature

BID SCHEDULE (Continued)
SOLICITATION #20-066B
Provide Emergency On-Call Heavy Equipment and Operator Services

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

1. The Bidder has carefully examined the bid documents for solicitation number **#20-066B, entitled, Provide Emergency On-Call Heavy Equipment and Operator Services** 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"):

Addenda numbers being acknowledged: _____
--

 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

<p>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.</p>	<p>To be considered responsive, Bidders should include the following with their bid:</p> <ol style="list-style-type: none"> 1. Signed Schedule (acknowledging Addenda if applicable) 2. Any other items requested within the Instruction to Bidders & Scope of Work
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SECTION V

SAMPLE AGREEMENT



MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Avenue
Palmer Alaska 99645-6488

SAMPLE

Seller: *Seller Name*
 Seller Address
 Seller City, State & Zip Code
 Seller Point of Contact
 Seller Phone/Seller Facsimile

Project Name: **Provide On-Call Heavy Equipment and Operator Services**
Project Number: **20-066B**

Contract Number: _____
Contract Type: Basic Ordering Agreement
Contract Value: Not to exceed \$100,000.00

RECITALS

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the **Matanuska-Susitna Borough**, hereinafter known as "Buyer" and _____, licensed and qualified to do business in the State of Alaska, hereinafter called "Seller".

WHEREAS, Buyer has a requirement for the goods specified in the Invitation to Bid **#20-066B**, entitled **Provide On-Call Heavy Equipment and Operator Services**; and

WHEREAS, the Buyer desires Seller to provide and the Seller represents that it is ready, able and qualified to provide the Supplies in connection with such solicitation.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached hereto and made a part hereof, and for the material promises exchanged between the parties, the parties hereby agree as follows:

PRECEDENCE AND CONTRACT CONTENTS: The Contract consists of the following sections, which, in the event of a conflict among the terms of the various Contract sections, shall be construed in the order of precedence concurrent with the order in which they are set forth below:

CONTRACT CONTENTS

- Specific Contract Requirements, including Exhibits A and B
- Contract Terms and Conditions
- Attachments
 - Exhibit A – Scope of Services
 - Exhibit B - Bid Form
 - Exhibit C – Addendum (a)
 - Exhibit D – Certificate of Insurance

The following documents are hereby incorporated by reference and made a part of this Contract.

- Solicitation documents issued under 20-066B

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties as to the Work rendered or Supplies provided hereunder. All previous, subsequent, or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are hereby superseded unless specifically added in a written modification, entitled "Modification" or "Change Order" and executed by both parties.

NOW IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Contract by their duly authorized representatives.

SELLER:

BUYER:

BY: _____

BY: Rustin M. Krafft, Purchasing Officer

Signature

Signature

Date

Date

STATE OF ALASKA
Third Judicial District

On _____, 2019, _____ personally appeared before me,

[] who is personally known to me,

[] whose identity I proved on the basis of _____ or

[] whose identity I proved on the oath/affirmation of _____ a credible witness

to be the signer of the Contract for ~~20-066B~~ **Provide On-Call Heavy Equipment and Operator Services** 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: _____

**SPECIFIC CONTRACT REQUIREMENTS
BASIC ORDERING AGREEMENT (FIXED UNIT PRICES)**

SCOPE OF WORK

The Seller shall provide all labor, equipment and materials necessary to furnish the materials, equipment specified in the attached Buyer's Statement of Work (Specification) entitled **Provide On-Call Heavy Equipment and Operator Services**, as bid for solicitation number **20-066B**, and as further defined in the individual purchase order(s).

COMPENSATION

For and in consideration of the timely and proper performance of Work authorized as provided herein, Buyer shall pay to the Seller the amount as set forth herein and made a part hereof as Exhibit "B": Bid Form.

This Basic Ordering Agreement (BOA) contains no funding. All obligations of funds shall be made solely by purchase orders. Unless amended in writing by mutual agreement of the parties, Seller is not obligated to incur expenses or make commitments in excess of any purchase order amount and Buyer is not obligated to compensate Seller beyond the amount stated and Seller will be compensated only for work performed or materials furnished.

Orders will be issued under this Agreement in the form of purchase orders issued by the Buyer. It is understood and agreed that Buyer has no obligation under the terms of this Agreement to issue such orders.

PAYMENT

A single sum on short-term contracts (30 days or less) and monthly payments on long-term contracts (31 days or longer) shall be paid to the Seller within thirty (30) working days after the Buyer receives a written Request For Payment from the seller for material which the Buyer has received, approved, and accepted under the contract. No payment will be made until Seller has supplied mechanics lien releases and any other release required under this contract that are properly executed and on a form approved by Buyer. Seller agrees to furnish, when required or requested by Buyer, affidavits, receipts, warranties, guarantees, and similar documents, prior to receipt of any payment. Buyer further agreed to furnish, if requested by Buyer, a Release of Claims prior to receipt of final payment. The Seller to shall submit an original copy of the invoice, including any required supporting documentation to the address below:

Matanuska-Susitna Borough
ATTN: Accounts Payable
350 E. Dahlia Avenue
Palmer AK 99645-6488

PERIOD OF PERFORMANCE

The period of performance for this Agreement is from **contract execution** through **June 30, 2022** and may be extended for two (2) one (1) year optional renewal periods by mutual agreement by both parties.

AUTHORIZED REPRESENTATIVES

The following personnel are authorized representatives of the Buyer and Seller as defined in the Contract Terms and Conditions.

	<u>Contractual</u>	<u>Technical</u>
Buyer:	Gary Koskela Buyer 350 E. Dahlia Avenue Palmer, Alaska 99645 Phone: (907) 861-8601 Facsimile: (907) 861-8617 Email: Purchasing@matsugov.us	
Seller:	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

KEY PERSONNEL

The following people are designated as Key Personnel of the Seller in accordance with the Contract terms and conditions.

Name

Name

CONTRACT TERMS AND CONDITIONS

Section headings are for purposes of convenience only and are not intended to form a part of nor to be used for interpretation of the text hereof, nor are any provision listed in any particular order of precedence. By the acceptance of this Contract and/or commencement of performance for Good, Seller agrees that the following terms and conditions apply to this contract.

01. DEFINITIONS

- a) "Buyer" shall mean the Matanuska-Susitna Borough.
- b) "Seller" shall mean the person or entity signing this Contract to supply the Goods required by the Buyer.
- c) "Contract" shall mean all terms and conditions, exhibits, amendments, modifications or other such documents set forth herein which shall govern the performance of the Seller.
- d) "Goods" shall mean the material and/or equipment to be provided by Seller, as described by Buyer, and any additional material and/or equipment as may be required in connection with this Contract.
- e) "Destination" shall mean the area or location designated by the Buyer to which Goods shall be delivered.

02. RELATIONSHIP OF PARTIES

Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of the Buyer. All benefits, coverage's and claims of its employees shall be the sole discretion of the Seller. Unless specifically authorized in writing by the Buyer, Seller shall have no authority to make commitments of any kind on behalf of the Buyer.

03. INTEREST OF MEMBERS OF THE 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 Supply and Purchase Contract which affects his personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this Supply and Purchase Contract.

04. CONFLICT OF INTEREST

The Seller, all employees of the Seller, contractors and other personnel employed by the Seller providing materials or services under this Supply and Purchase Contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Seller and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Seller covenants, that he 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 contract. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed.

05. RISK OF LOSS

Notwithstanding any agreement with respect to deliver terms or payment of transportation charges, Seller shall bear risk of loss or damage as to Goods rejected by Buyer or as to which acceptance has been revoked. Further, until delivery of Goods, including related services and information, risk of loss, regardless of cause, is Seller's responsibility.

06. WARRANTY

Seller warrants that the Goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer in connection with this Contract, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller further warrants that it has secured Buyer's right to own, sell or use Goods delivered under this Contract. Such warranty, together with service warranties, guarantees and other express or implied warranties, shall run in favor of the Buyer and shall survive any inspection, delivery or payment of and for the Goods. Seller will be responsible for all damages and costs incurred by Buyer arising out of or in connection with any breach of warranty. For purposes of this Contract, Goods shall include any documentation, such as quality control or test records, certificates of compliance that may be specified in connection with the Contract or are customarily furnished in the trade.

07. REMOVAL OF DEFECTIVE MATERIAL

Seller will promptly remove, and replace at the Buyer's sole discretion, any material that the Buyer designates as nonconforming or defective.

08. BUYER SUPPLIED PROPERTY

Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, copying equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Contract. Seller shall hold and maintain any such items at its risk and expense, shall keep such items insured at its expense while in its custody or control in an amount equal to the replacement cost thereof with loss payable to the Buyer and shall not use such items except in performance of this Contract. All such items shall be delivered to the Buyer upon demand in the same condition as when received, except for reasonable wear and tear and except to the extent such items have been incorporated into Goods delivered to Buyer or consumed in the normal performance of this Contract.

09. DRAWINGS, DATA AND MANUALS

Seller will supply proper operating, training, maintenance, installation drawings, technical data and any other documentation that is required by the contract documents.

Seller shall submit any drawings, technical data or other such documents required for performance of this Contract for review by Buyer. Seller shall comply with all comments of the Buyer regarding such documents, but the Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design, workmanship, material and all other aspects of the Goods or from any other liability hereunder. Omissions from design drawings and technical data (data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder shall become property of the Buyer. Seller shall, unless otherwise directed, deliver to the Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

10. DELAYS

Time is of the essence in Seller's performance of this Contract. If Seller does not deliver material timely in accordance with the requirements of this Supply and Purchase Contract, Seller understands Buyer's work may be disrupted and delayed, and Seller may be required to pay Buyer any reasonable damages sustained as a result, unless the Contract provides for Liquidated Damages, at which point the Liquidated Damages would be applicable.

11. EXCESS MATERIAL

Seller agrees to accept the return of any Goods that may become excess, as determined by Buyer, and payment due from Buyer shall be equitably reduced.

12. SUBSTITUTIONS

No substitutions will be permitted without the express written consent of the Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, appearance, function, ease of maintenance, and ease of installation to the material originally specified.

13. INSPECTIONS AND TESTING

Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing which may take place at the factory, in the warehouse, on the road, or in the field.

14. AUDITS

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 the Contractor's records with respect to all matters covered by this contract and the Seller 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, personnel information, conditions of employment, and other data relating to all matters covered by this contract.

15. COMPLIANCE WITH THE LAW

Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including, but not limited to, all Laws pertaining to the environment, natural resources, employment, health and safety, and any other Laws affecting Seller's performance of this Contract. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of a violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney fees, imposed upon or incurred by Seller or Buyer in connection therewith.

16. CHANGES

Buyer, by written order, may delete material to be supplied under this Supply and Purchase Contract, and the Supply and Purchase Contract Price will be equitably reduced. Buyer may order an increase in material to be supplied at the unit prices stated in the Supply and Purchase Contract. If no unit prices are stated, Seller will promptly, at the request of the Buyer, quote prices, and Buyer will promptly accept or reject the quote.

17. TRANSPORTATION CHARGES

Except in cases where Goods were quoted F.O.B. Destination, and unless otherwise agreed to in writing, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer.

18. ASSIGNMENTS AND SUBCONTRACTORS

The Contractor may not assign any interest in the Contract to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Purchasing Officer. Any attempt by the Contractor to assign any interest or delegate duties under the Supply and Purchase Contract shall give the Buyer the right to immediately terminate this Contract.

19. INDEMNITY

The Seller shall indemnify, defend, and hold and save the Buyer, 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's fees. The Seller 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 intangible, sustained by any person, or property arising from Seller, or Seller'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 Buyer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Buyer, its agents, or employees.

20. OFFSETTING ACCOUNTS

Buyer may offset against the price of this Supply and Purchase Contract the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

21. TERMINATION

Buyer has the absolute right to terminate or suspend Work under this Contract by written notice to Seller. Such termination or suspension may be made in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason. Notice of termination or suspension may specify the schedule or manner and other conditions of the termination or suspension and Seller shall comply with therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Contract, including such expenditures as in the judgment of the Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

22. KEY PERSONNEL

To the extent that Key Personnel are specified for the performance of this Contract, such Key Personnel are considered to be essential to such performance. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Buyer.

23. ATTORNEY'S FEES

In the event of litigation arising out of this Contract, or performance or interpretation thereof, the court will award attorney fees pursuant to the Rule 82 of the Alaska Rules of Civil Procedure.

24. JURISDICTION AND CHOICE OF LAW

Any civil action arising from this Supply and Purchase Contract shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer or in the Federal District Court for the State of Alaska in Anchorage. The law of the state of Alaska shall govern the rights and obligations of the parties.

25. NON-WAIVER

The failure of the Buyer at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this contract or any part thereof, or the right of the Buyer thereafter to enforce each and every protection hereof.

26. SEVERABILITY

If any provision of the Supply and Purchase Contract or the application thereof to any person or circumstances is held invalid, the remainder of this contract and its application to other persons or circumstances shall not be affected thereby.

27. NOTICES

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Buyer: Matanuska-Susitna Borough, Purchasing Office
350 East Dahlia Avenue, Palmer, Alaska 99645

Seller: _____

28. EQUAL EMPLOYMENT OPPORTUNITY

A. The Seller 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 Seller 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 Seller 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 Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, 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 Seller will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract. The Seller shall keep

such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Buyer may require.

B. The Seller shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Buyer may require.

29. INSURANCE

Seller warrants that it has obtained or will obtain such public liability, product liability, property damage employees' liability and compensation insurance as will protect Buyer from all risks arising out of the manufacture, sale or use of the Goods. If requested by Buyer, Seller shall furnish to the Buyer within three (3) days following the receipt of this Contract, a Certificate of Insurance acceptable to the Buyer evidencing compliance with the minimum insurance coverage required by Buyer as stated on the Insurance Requirements, the terms and conditions of which are incorporated herein.

30. STOP WORK ORDER

Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the Work covered by the stop-work order. Buyer shall make an equitable adjustment in the delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the work stoppage.

31. WORK PERFORMED AT SELLER'S RISK

Seller shall perform all work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completions and acceptance of the Work, Seller shall promptly repair or replace such damaged Work without expense to the Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

32. FLOW DOWN PROVISION

In the event that this Contract is issued in connection with another government agency, the Buyer will make every effort to include any flow down or contract provisions required by that agency in this Contract. The Buyer reserves the right to include, and Seller agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both Buyer and Seller agree to negotiate in good faith for that provisions inclusion into the Contract.

33. UNDERSTANDING

The Seller acknowledges that the Seller has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of the Seller's choice, and is executing this contract of the Seller's own free will.

34. ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of individual purchase orders.

- (b) All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.
- (c) The Contractor shall honor any order issued as a result of this Agreement unless that order (or orders) is returned to the purchasing office within five (5) calendar days after issuance, with written notice stating the Contractor's intent not to ship the items or provide the services called for in the order and the reasons. Upon receiving such notice, the Borough may acquire the supplies or services from another source.

35. BASIC ORDERING AGREEMENT

This is a Basic Ordering Agreement (BOA) for the supplies or services specified, and effective for the period stated, in the Bid Form. The quantities of supplies or services specified in the Bid Form are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Borough's requirements do not result in orders in the quantities described as "estimated", in the Bid Form, that fact shall not constitute the basis for an equitable price adjustment.

Deliveries or performance shall be made only as authorized by issuance of individual purchase orders issued in accordance with the Ordering provision above. The Borough is not required to purchase from the Seller items covered under this Agreement.

Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Seller within the time specified on the individual purchase order. The contract shall govern the Buyer's and Seller's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

SECTION VI

RSA MAPS

MIDWAY Road Service Area #9



Legend



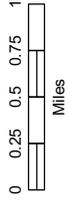
CITY BOUNDARY

Road Service Areas

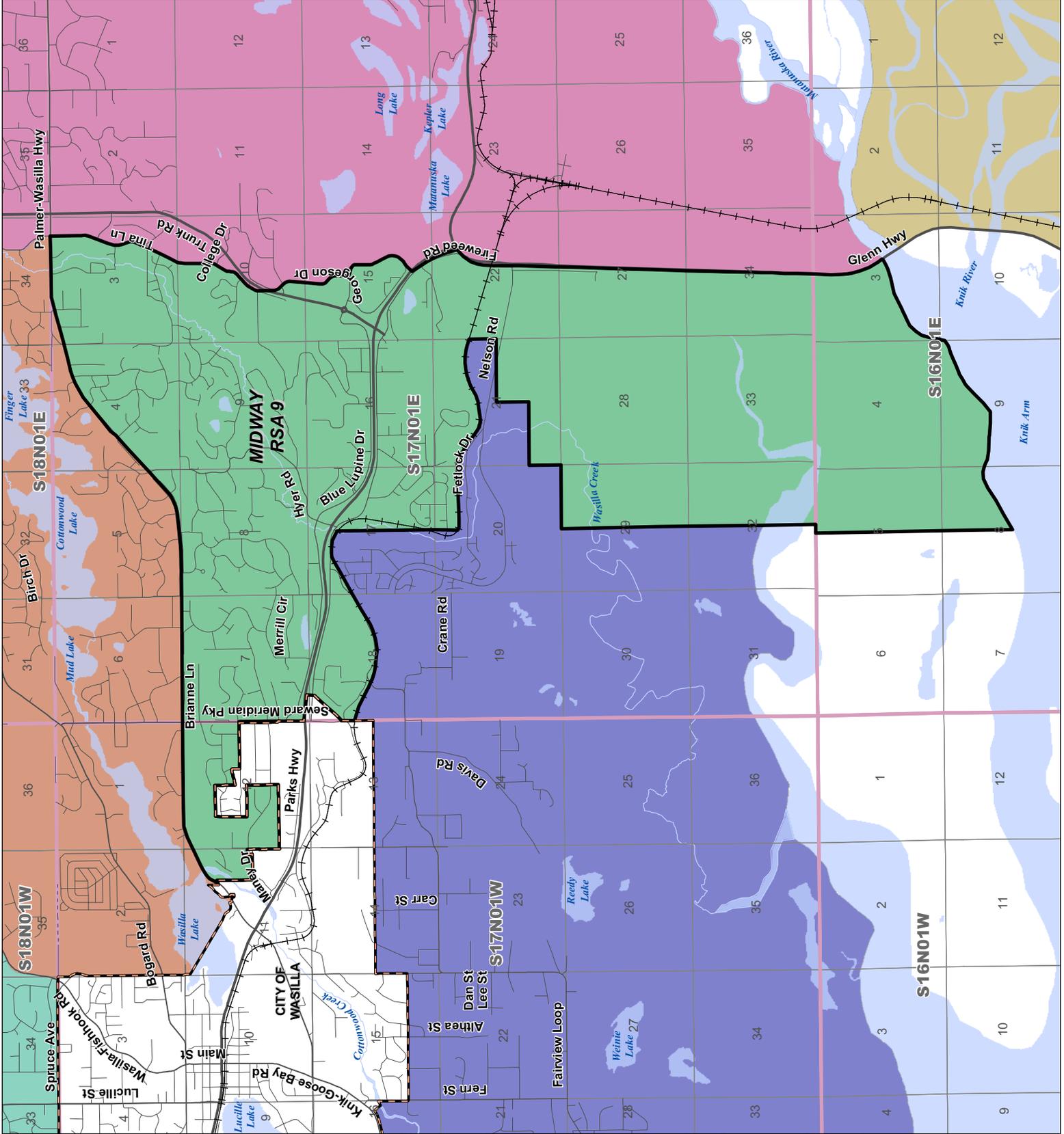
- ALPINE
- BIG LAKE
- BOGARD
- CASWELL LAKES
- FAIRVIEW
- GOLD TRAIL
- GREATER BUTTE
- GREATER TALLEKETA
- GREATER WILLOW
- KNIK
- LAZY MOUNTAIN
- MEADOW LAKES
- MIDWAY
- NORTH COLONY
- SOUTH COLONY
- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- THE ALASKA RAILROAD



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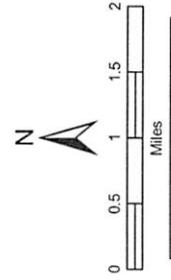


FAIRVIEW Road Service Area #14

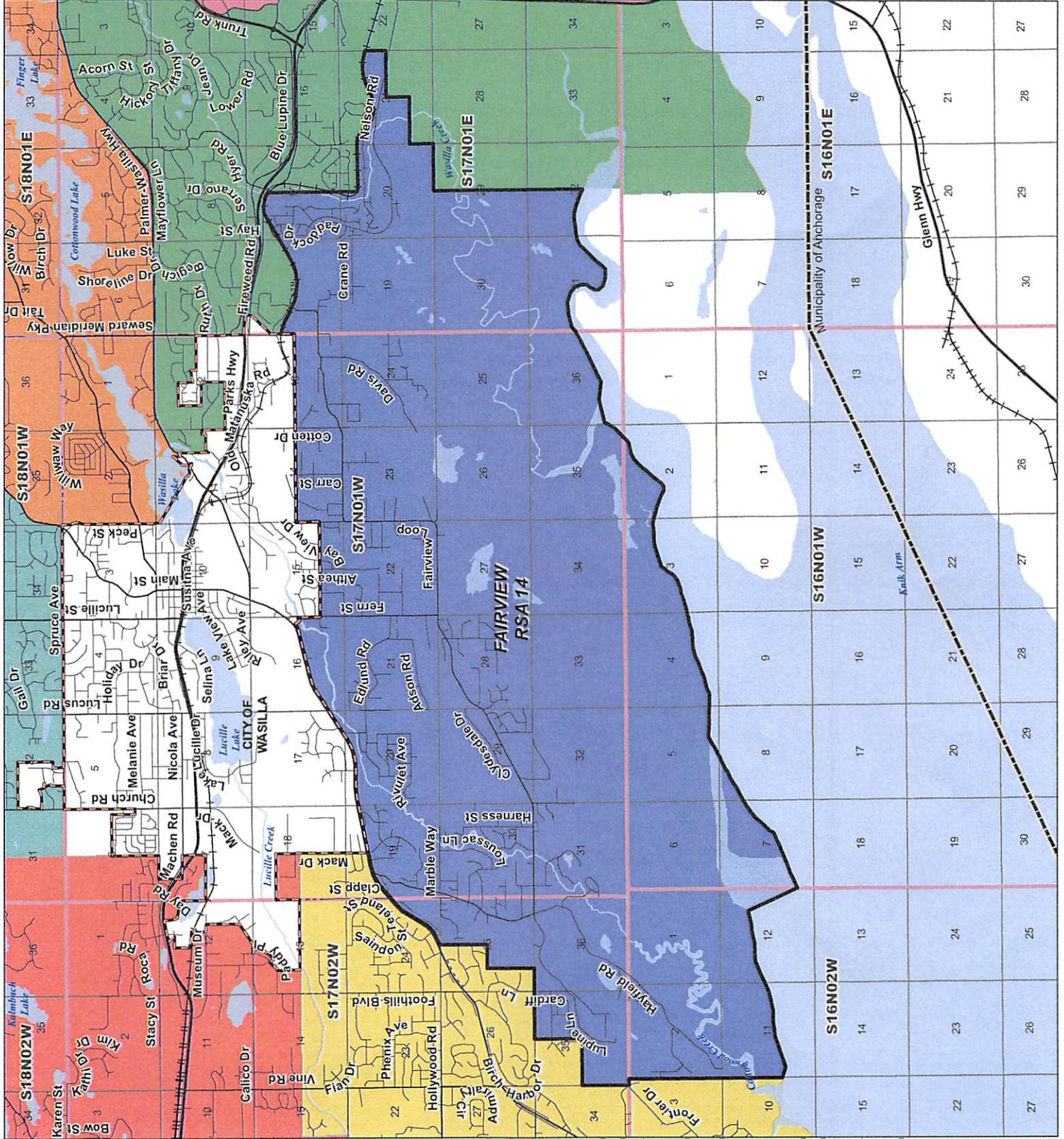


APPENDIX B

- Legend**
- MSB BOUNDARY
 - CITY BOUNDARY
- Road Service Areas**
- ALPINE
 - BIG LAKE
 - BOGARD
 - CASWELL LAKES
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CASWELL LAKES Road Service Area #15



Legend



CITY BOUNDARY

Road Service Areas

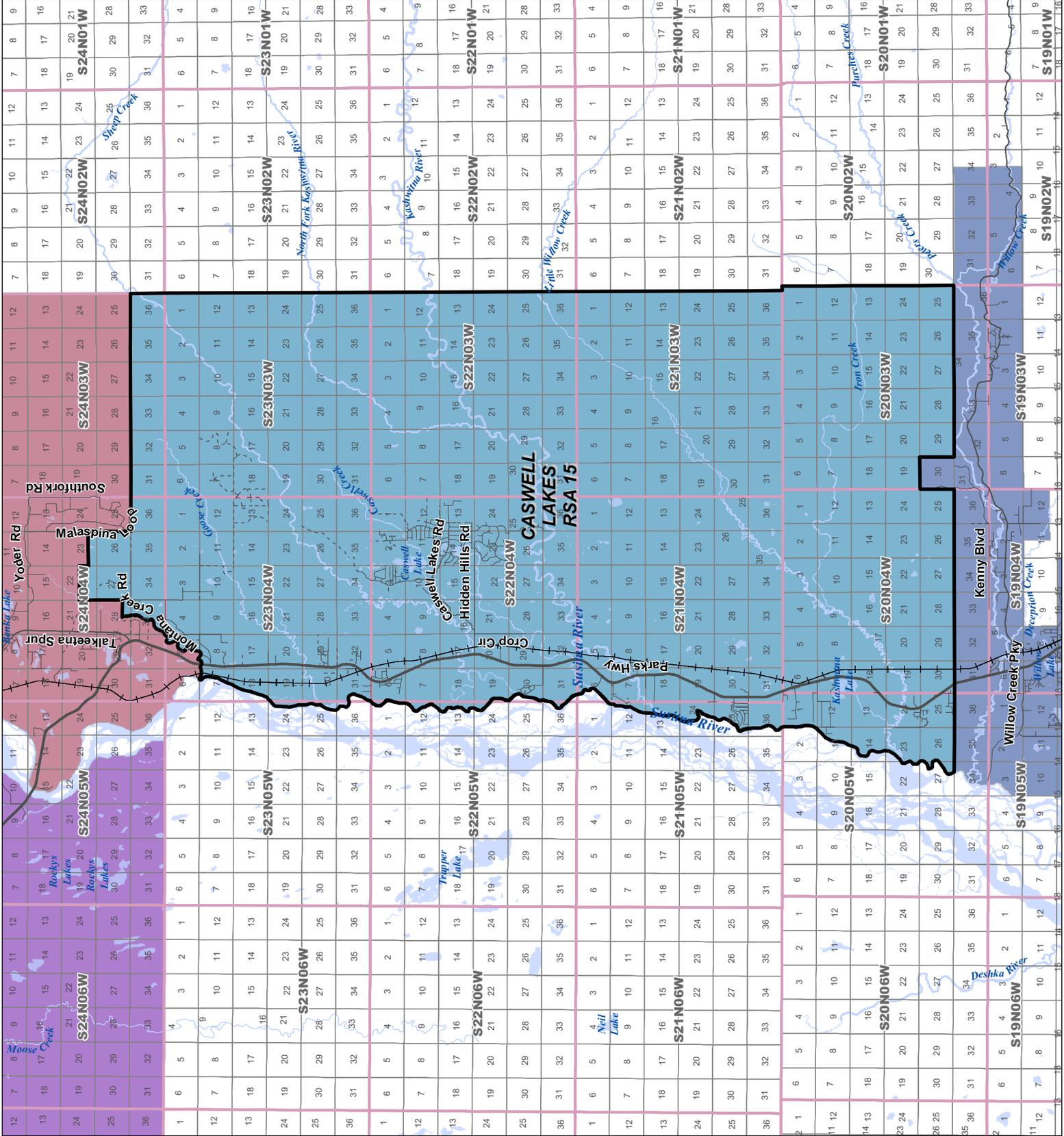
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- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- THE ALASKA RAILROAD



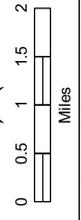
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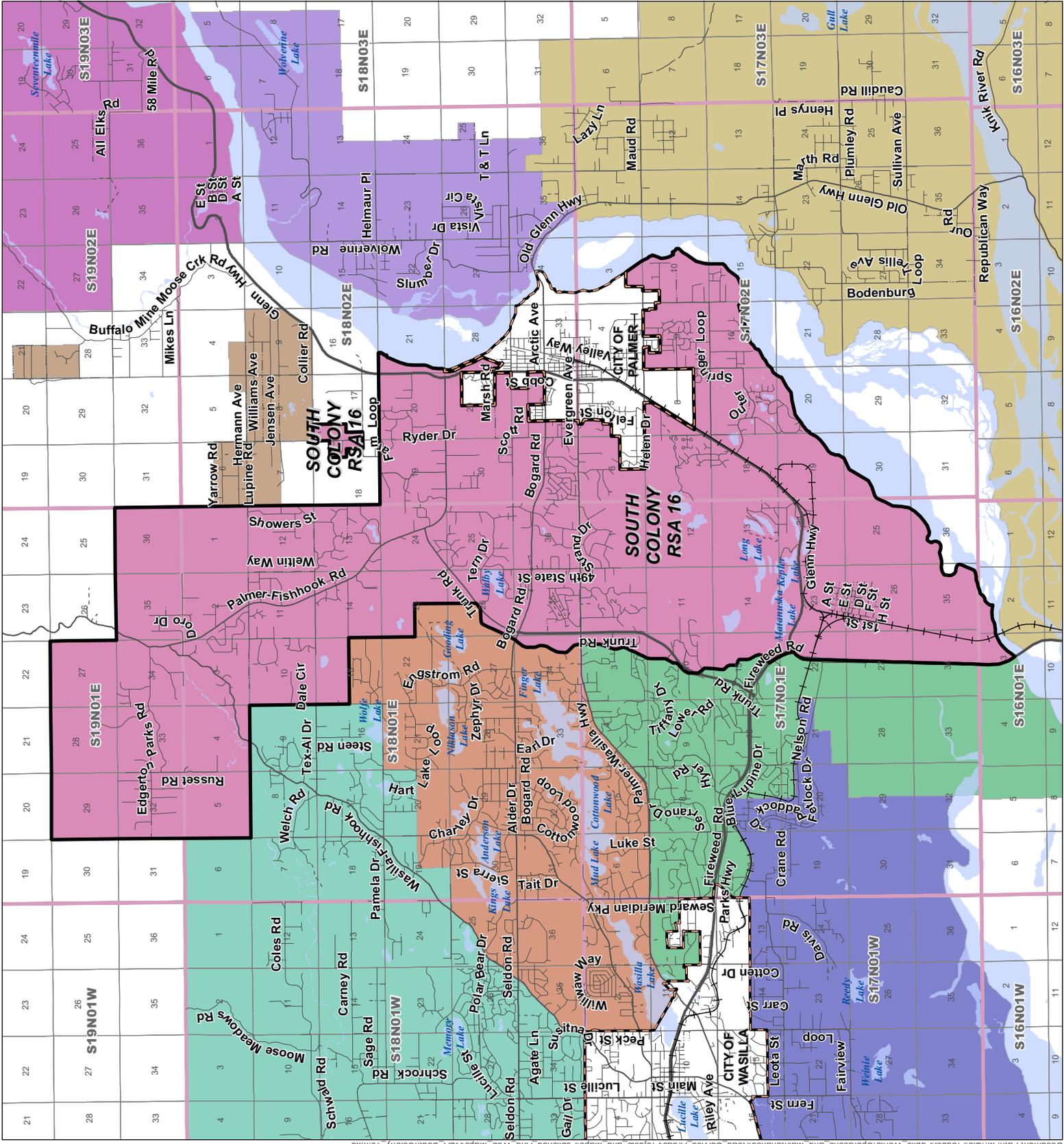
SOUTH COLONY Road Service Area #16



- Legend**
- CITY BOUNDARY
- Road Service Areas**
- ALPINE
 - BIG LAKE
 - BOGARD
 - CASWELL LAKES
 - FAIRVIEW
 - GOLD TRAIL
 - GREATER BUTTE
 - GREATER TALKETNA
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 - TRAPPER CREEK
- Road Classifications**
- HIGHWAY
 - MAJOR
 - MEDIUM
 - MINOR
 - PRIMITIVE
 - PRIVATE
 - NOT CONSTRUCTED
 - THE ALASKA RAILROAD



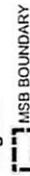
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KNIK Road Service Area #17



Legend

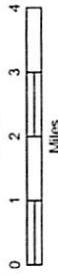


Road Service Areas

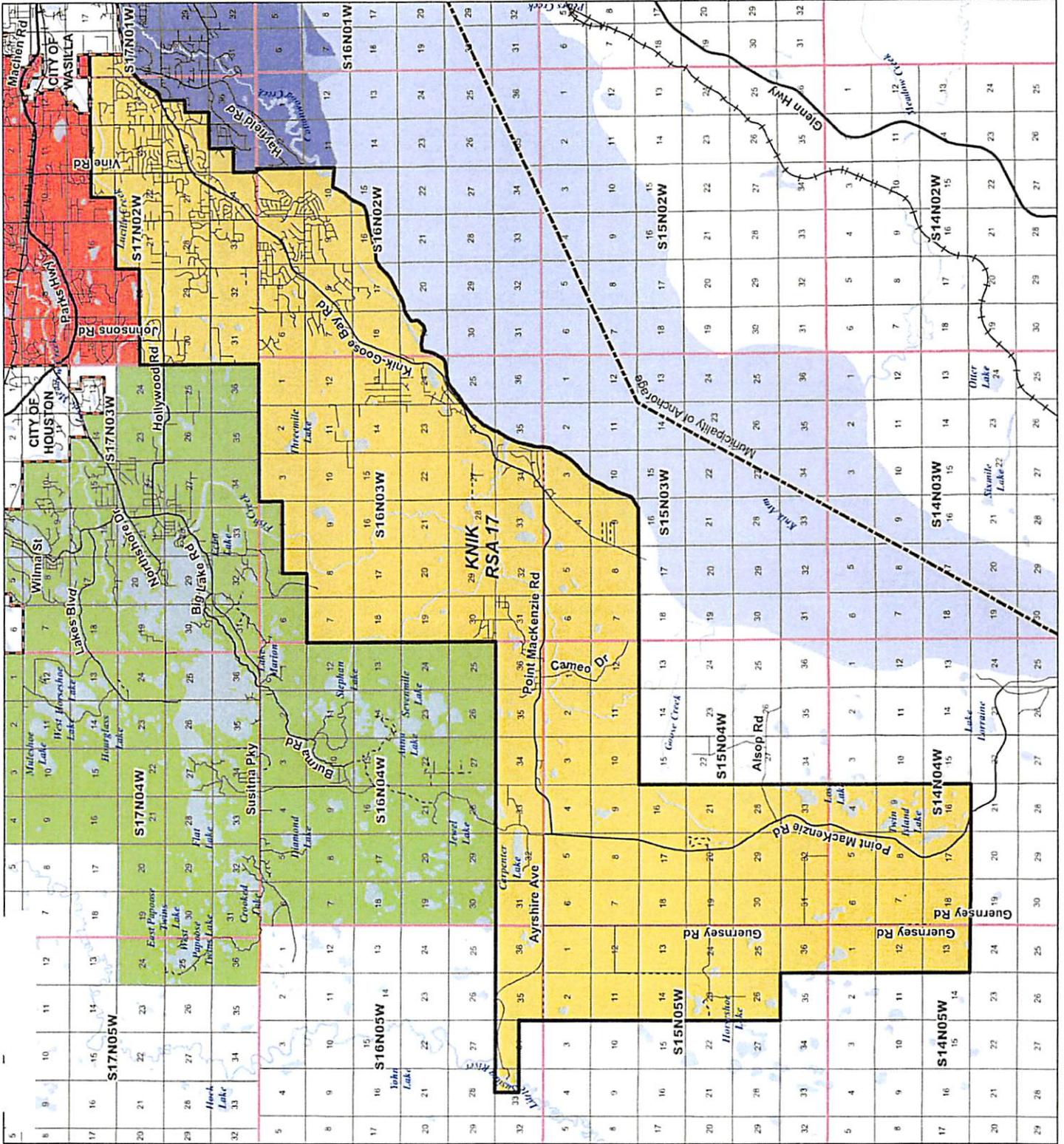
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Road Classifications

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BIG LAKE Road Service Area #21



APPENDIX B

Legend

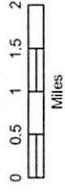


Road Service Areas

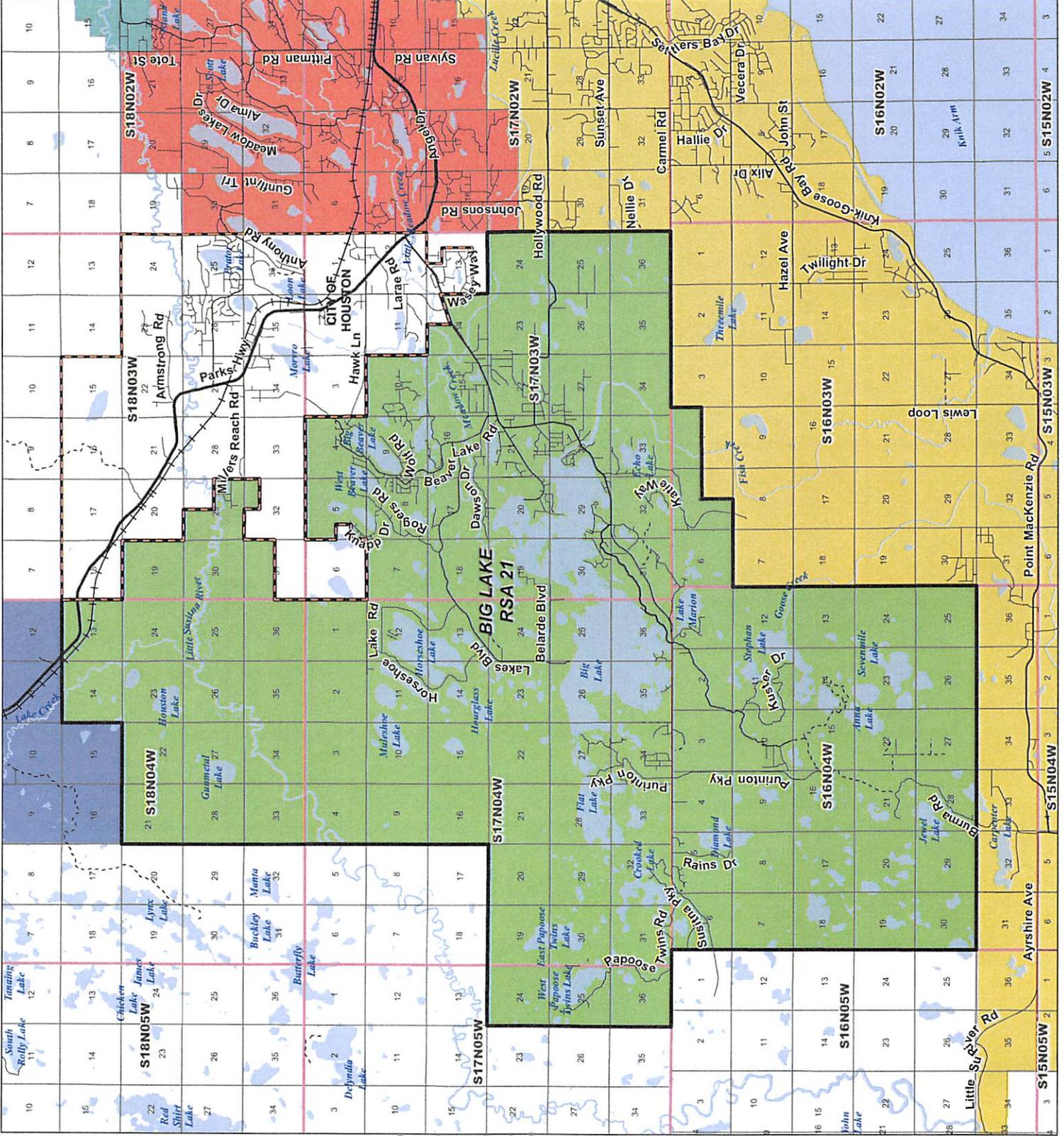
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Road Classifications

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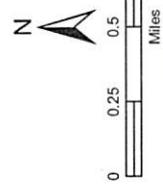


NORTH COLONY Road Service Area #23

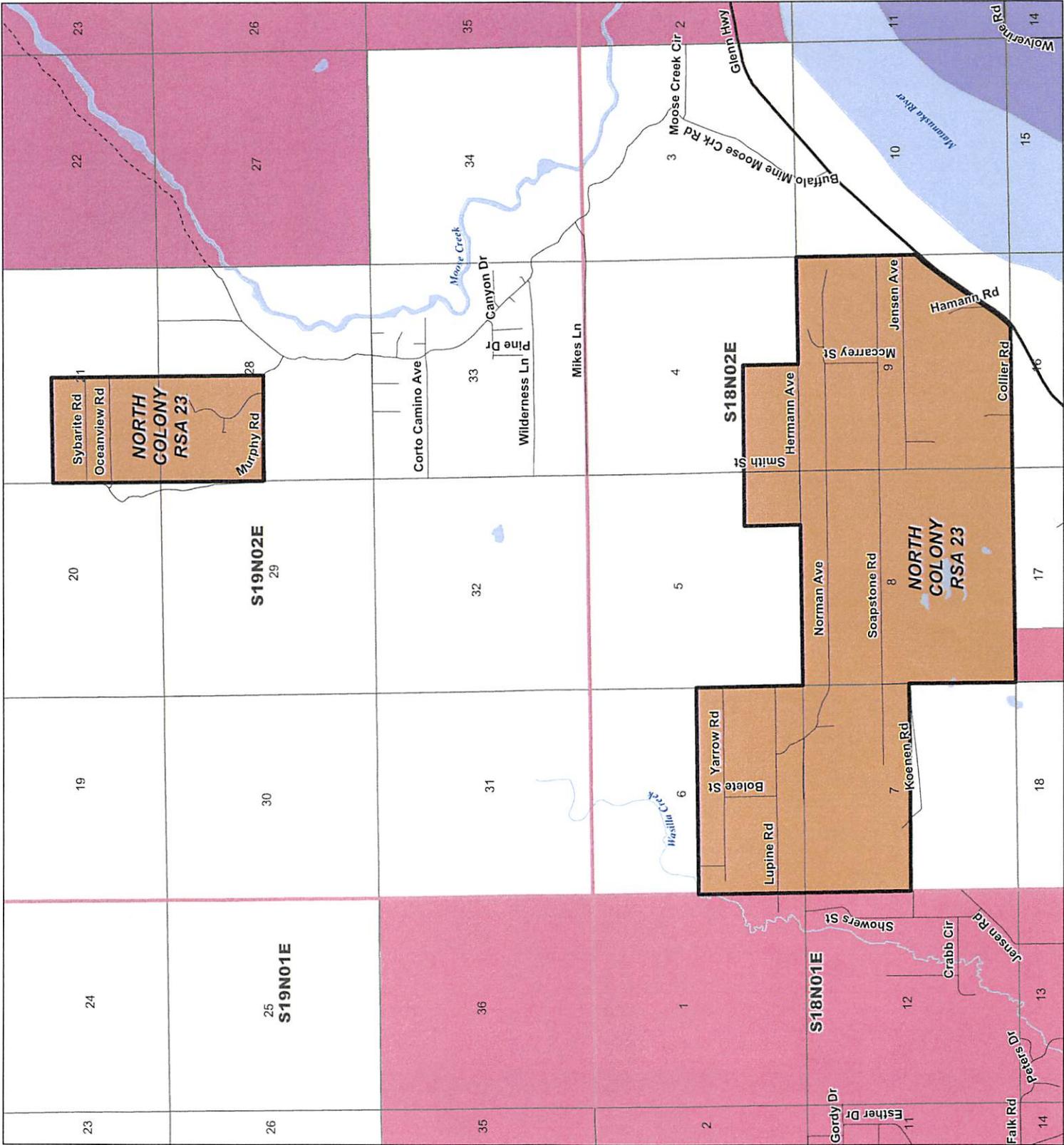


APPENDIX B

- Legend**
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GREATER BUTTE Road Service Area #26



Legend

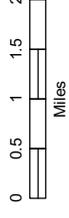
-  MSB BOUNDARY
-  CITY BOUNDARY

Road Service Areas

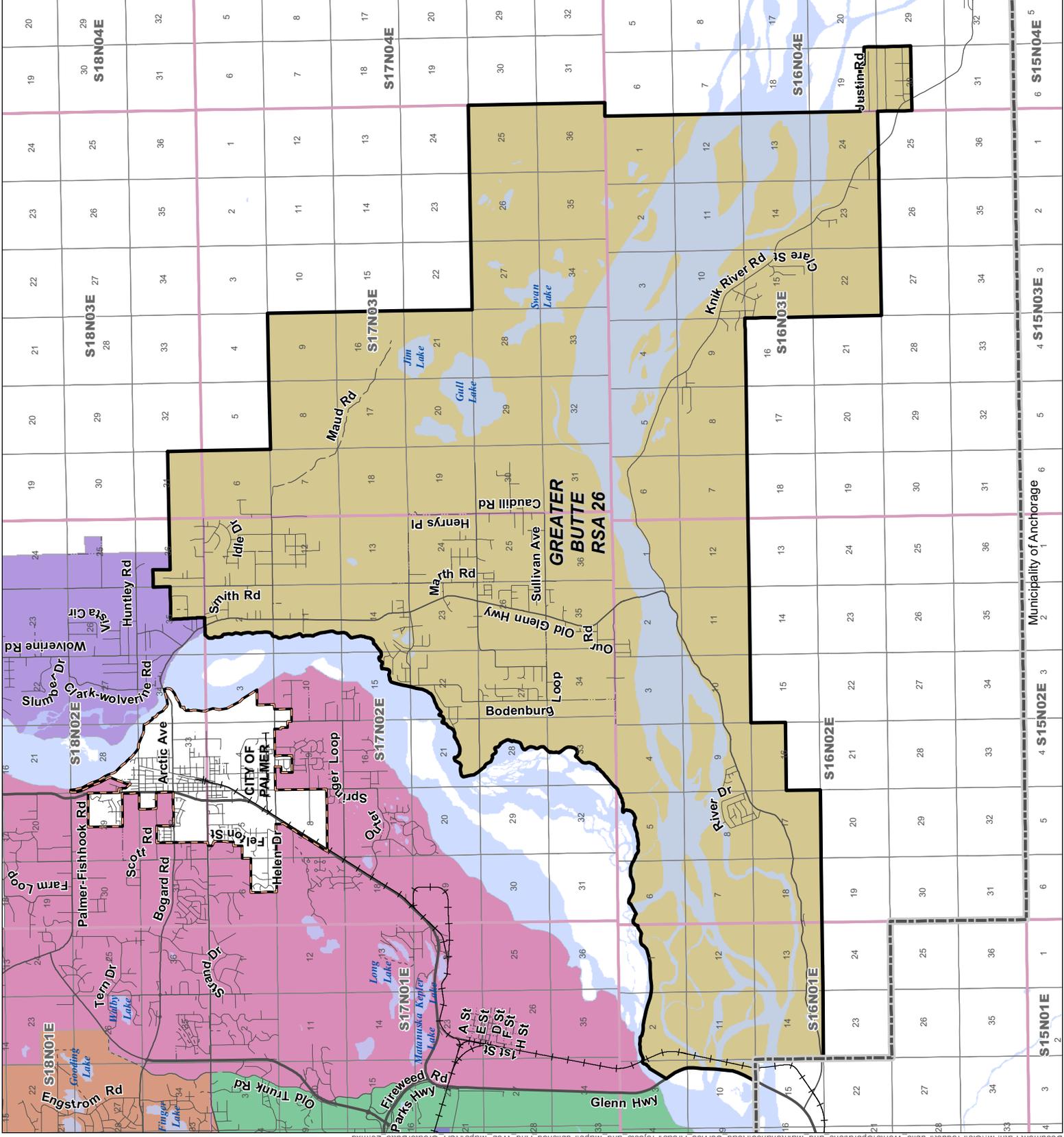
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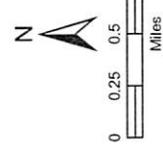


MEADOW LAKES Road Service Area #27

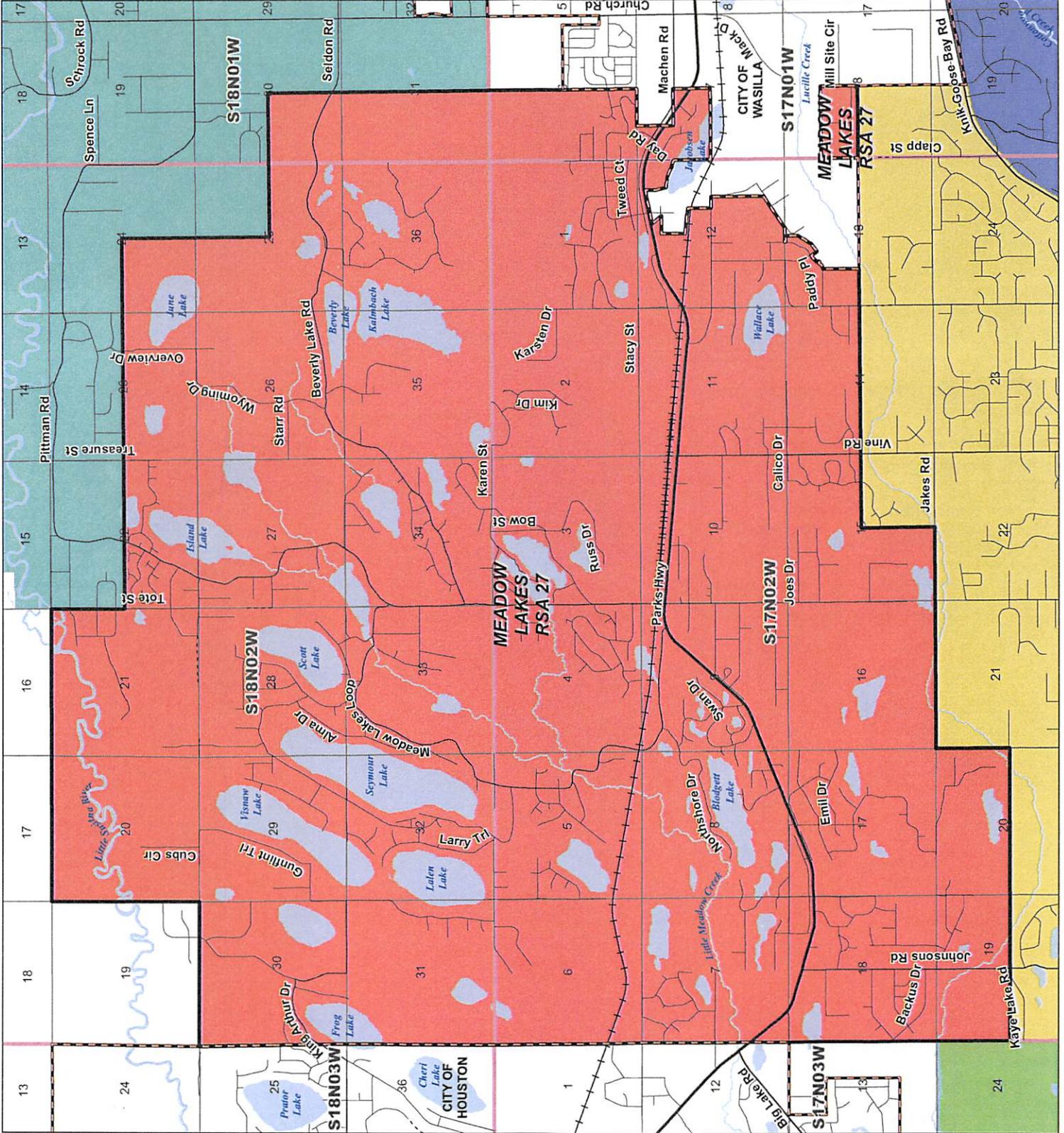


APPENDIX B

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GOLD TRAIL Road Service Area #28



APPENDIX B

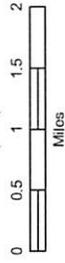
Legend
 CITY BOUNDARY

Road Service Areas

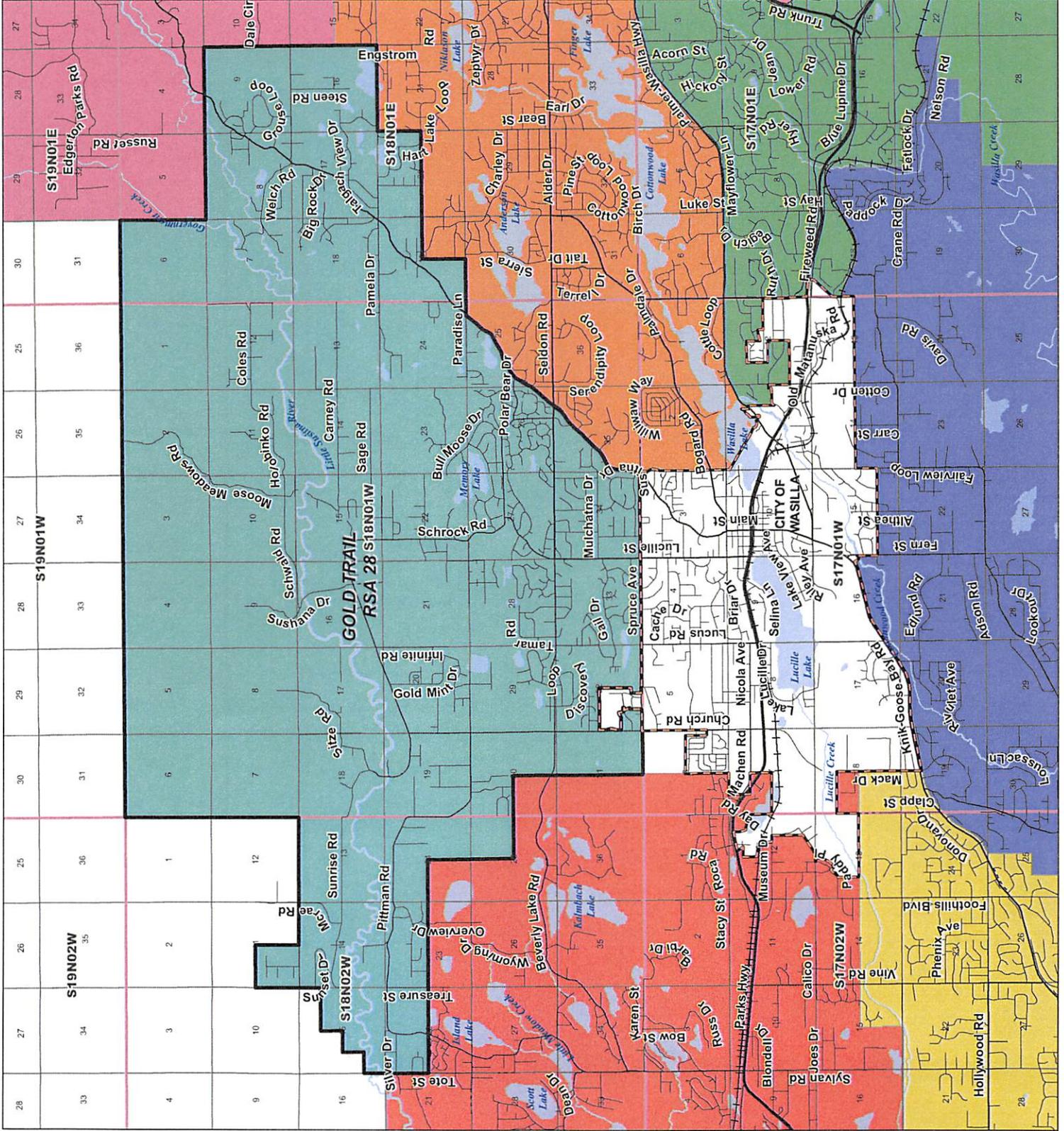
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- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- THE ALASKA RAILROAD



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TALKEETNA Road Service Area #29



APPENDIX B

Legend



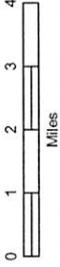
CITY BOUNDARY

Road Service Areas

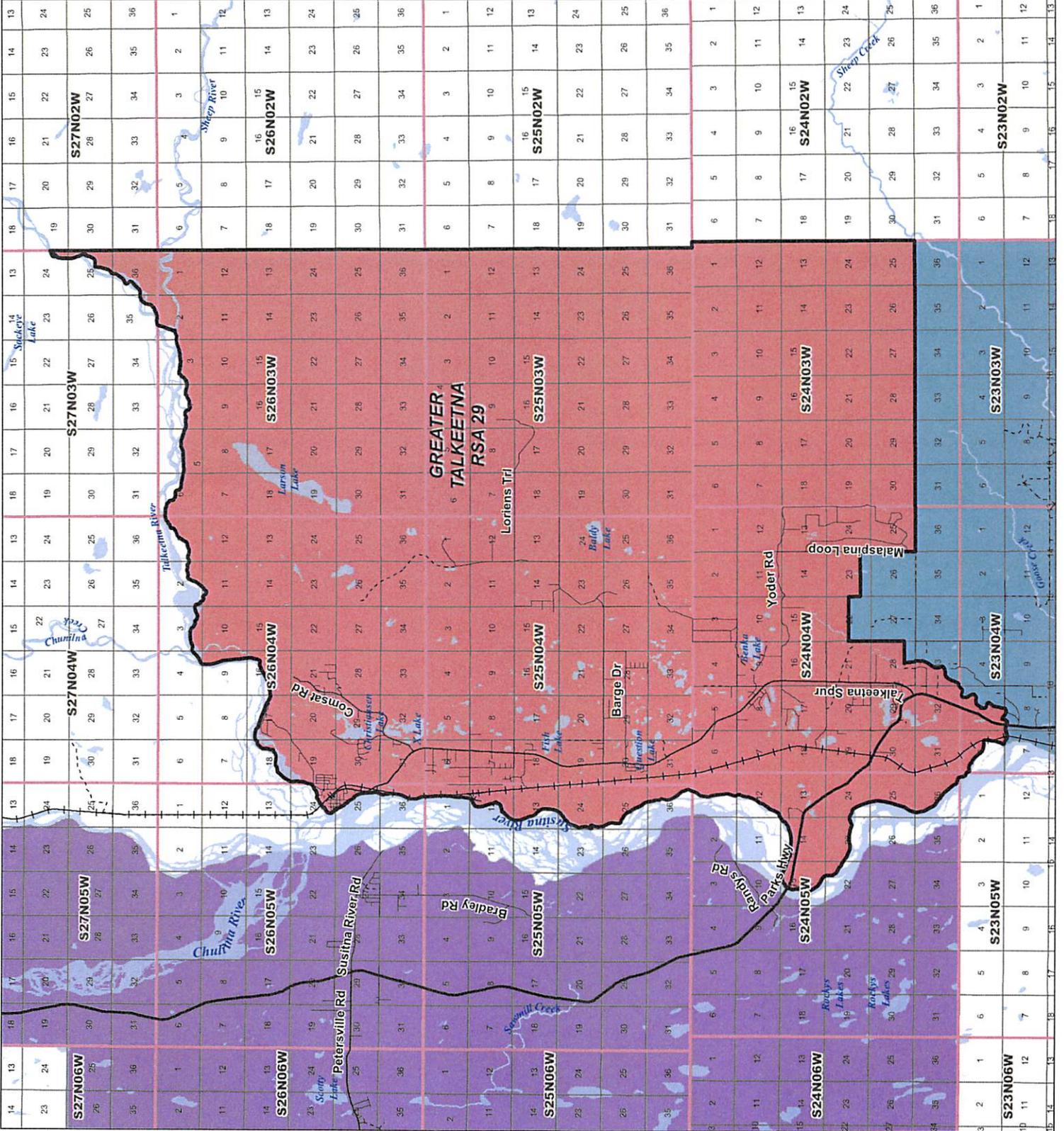
- ALPINE
- BIG LAKE
- BOGARD
- CASWELL LAKES
- FAIRVIEW
- GOLD TRAIL
- GREATER BUTTE
- GREATER TALKEETNA
- GREATER WILLOW
- KNIK
- LAZY MOUNTAIN
- MEADOW LAKES
- MIDWAY
- NORTH COLONY
- SOUTH COLONY
- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- THE ALASKA RAILROAD



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TRAPPER CREEK Road Service Area #30



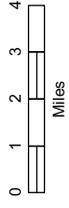
Legend
 CITY BOUNDARY

Road Service Areas

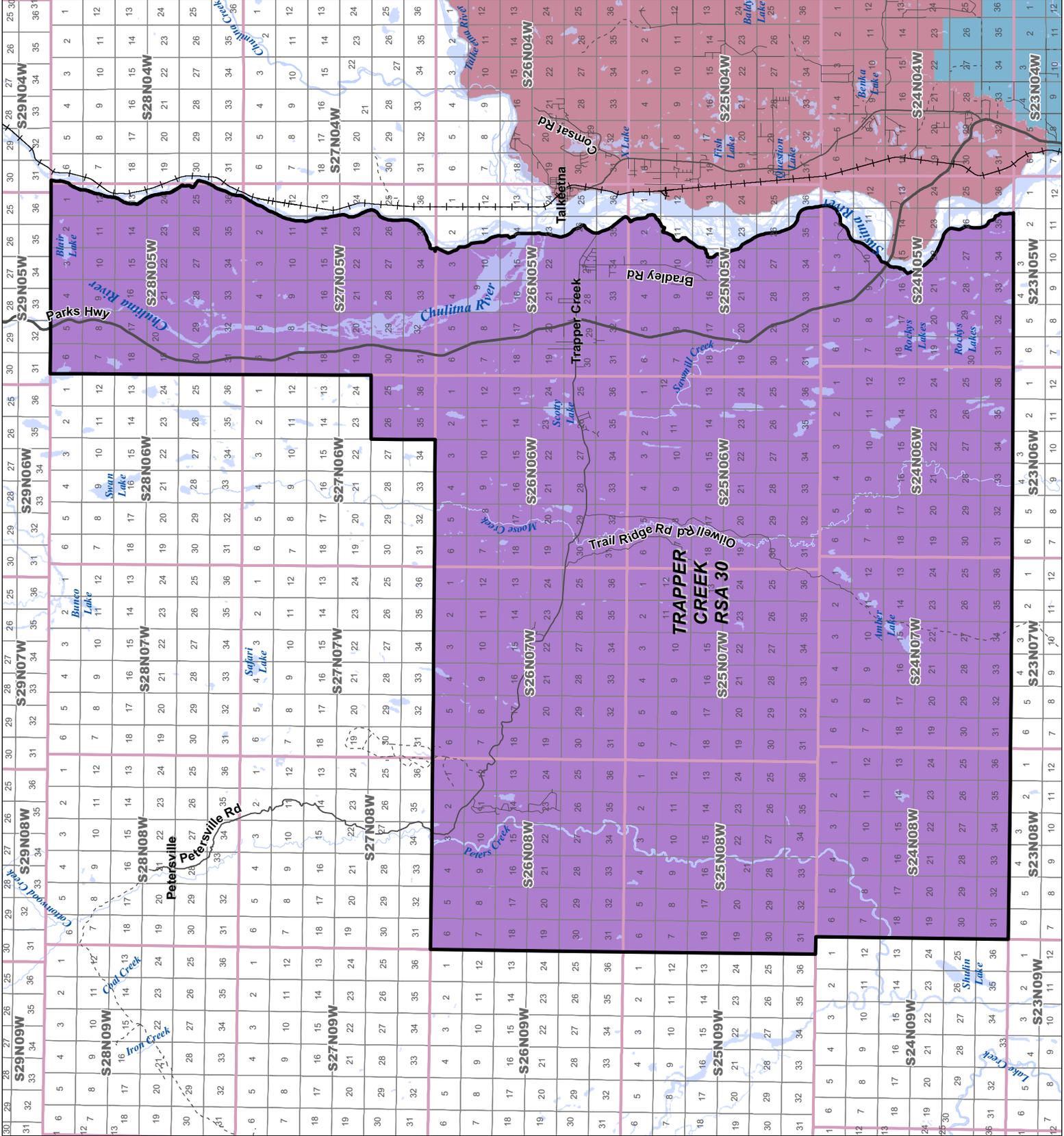
- ALPINE
- BIG LAKE
- BOGARD
- CASWELL LAKES
- FAIRVIEW
- GOLD TRAIL
- GREATER BUTTE
- GREATER TALKEETNA
- GREATER WILLOW
- KNIK
- LAZY MOUNTAIN
- MEADOW LAKES
- MIDWAY
- NORTH COLONY
- SOUTH COLONY
- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- THE ALASKA RAILROAD



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ALPINE Road Service Area #31



APPENDIX B

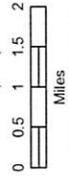
Legend
 CITY BOUNDARY

Road Service Areas

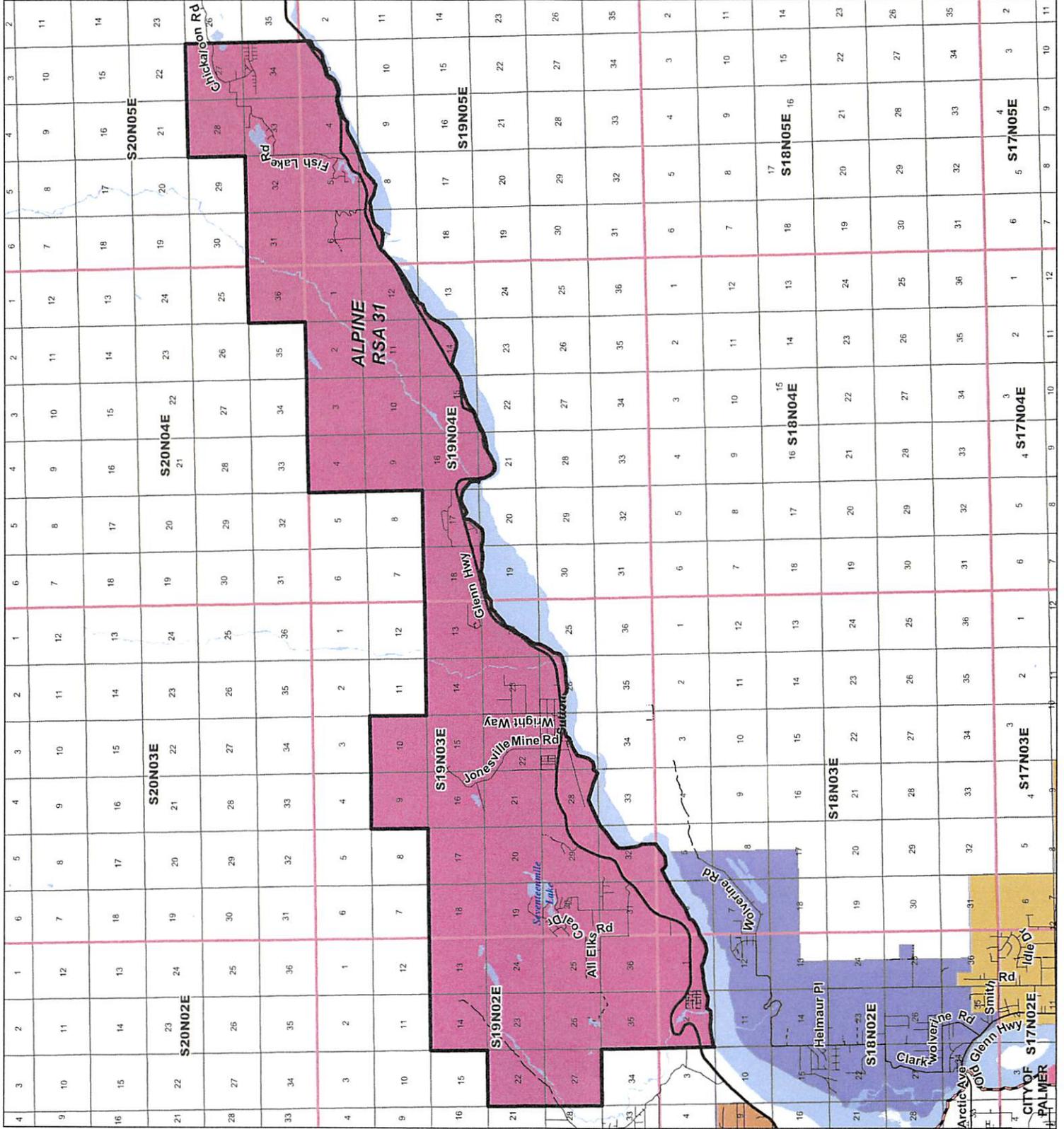
- ALPINE
- BIG LAKE
- BOGARD
- CASWELL LAKES
- FAIRVIEW
- GOLD TRAIL
- GREATER BUTTE
- GREATER TALKKEETNA
- GREATER WILLOW
- KNIK
- LAZY MOUNTAIN
- MEADOW LAKES
- MIDWAY
- NORTH COLONY
- SOUTH COLONY
- TRAPPER CREEK

Road Classifications

- HIGHWAY
- MAJOR
- MEDIUM
- MINOR
- PRIMITIVE
- PRIVATE
- NOT CONSTRUCTED
- THE ALASKA RAILROAD



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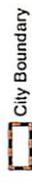
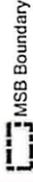


PORT MACKENZIE Special Service Area

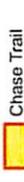
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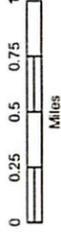
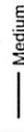
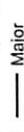
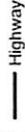
Legend



Special Service Areas



Road Classifications



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