



SUBMIT TO: Facilities Planning & Construction  
3211 Providence Drive, GHH 106  
Anchorage, AK 99508

Date: August 2, 2022

Quotes will be received for furnishing all labor, material, plant and equipment to accomplish the Work described below in accordance with the attached General Provisions. Payment and Performance Bonds are not required.

Project Title: KBC Flagpole Replacement

SFC No.: TBD

Project No.: B22001

Account No.: N/A

Activity Code.: B22001

Location (City, State) Homer, Alaska

**Description of the Work:**

Provide all labor, materials, and equipment to replace flagpole and base at same location at the KBC Campus. Contractor is responsible for all design work and permitting. The existing flagpole has an external lanyard and the following dimensions: Height 35 feet, concrete base diameter approx. 24 inches, bolts diameter approx. ¾ inches (see photos). All work shall be performed in compliance with *Supplemental Provision for Vendors and Contractors Providing Services at University Facilities Related to COVID-19 Mandates* as outlined in Appendix A.

Payment for the work performed under this Contract will be made on a **Fixed Price** basis.

SHOULD YOUR QUOTE BE ACCEPTED, WORK IS TO START UPON RECEIPT OF ACCEPTANCE OF BID AND NOTICE TO PROCEED AND BE DILIGENTLY PROSECUTED TO COMPLETIONS BY **10/31/2022**. THE UNIVERSITY RESERVES THE RIGHT TO REJECT BIDS, WAIVE MINOR IRREGULARITIES, CANCEL THIS SOLICITATION, AND REQUEST ADDITIONAL REQUEST.

CONTRACTOR QUOTE (Single Copy)

Date: \_\_\_\_\_

For the Work described above, in accordance with the attached General and Special Provisions, I/we submit a cost proposal of:

(written figures)

(amount)

Authorized Signature & Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

AK Business License No.: \_\_\_\_\_

Contractor Registration No.: \_\_\_\_\_

Phone: \_\_\_\_\_

Tax ID Number.: \_\_\_\_\_

Fax: \_\_\_\_\_

Banner ID.: \_\_\_\_\_

Email: \_\_\_\_\_

Above offer may be accepted any time within 45 days. When requested, submit list of all subcontractors and copies of their business license and contractor's registration by 5:00 PM on the fifth working day following the notice of intent to accept proposal or quote will be declared non-responsive.

Recommendation to Award – All BOR Approvals have been obtained.

Funding Obtained by \_\_\_\_\_

Micah Chelimo, Project Manager

Date \_\_\_\_\_

Sandra Blum, Director, F&CS Business Office Date \_\_\_\_\_

**ACCEPTANCE OF BID AND NOTICE TO PROCEED**

Contract Date: \_\_\_\_\_

Contract Authorization #: \_\_\_\_\_

Your cost proposal in the amount submitted above is hereby accepted to accomplish the Work described above in accordance with the General Provisions, Special Provisions, Specifications, and Drawings referred to above. You are authorized to proceed with the work immediately.

UAA Contracting Officer

Date \_\_\_\_\_

Chris McConnell, Director, FP&C

Date \_\_\_\_\_

cc: Alaska Department of Labor (OVER \$25K)

UA is an AA/EO employer and educational institution and prohibits illegal discrimination against and individual: [www.alaska.edu/nondiscrimination](http://www.alaska.edu/nondiscrimination)

## MAINTENANCE CONSTRUCTION CONTRACT - SHORT FORM - GENERAL PROVISIONS

### The Bidder Must:

1. Provide with bid, its Alaska Business License and Contractor's Registration numbers, and copies of its license and registration within 5 working days of notice of low apparent bid or intent-to-award.
2. Submit proof of insurance to the University within 5 days of date of letter of Notice-to-Award Contract showing the following minimum coverages and limits: General Liability Insurance: Combined single limit for Bodily Injury and Property Damage \$500,000 each occurrence, \$500,000 aggregate. Automobile Liability Insurance: Bodily Injury and Property Damage: \$250,000 each person, \$250,000 each occurrence. Workmen's Compensation Insurance (State Law). University shall be named as additional insured on all policies except Worker's Compensation, and requires 30-day cancellation notice. Insurance carriers shall agree to waive subrogation rights against Owner. Contractor shall require subcontractors to provide identical insurance prior to permitting the subcontractor on site. To the extent provided by law, Insurance requirements may be waived at the discretion of the Director.
3. Provide payment and performance bonds when required within 10 days of date of letter Notice-of-Intent-to-Award to contract in the amount of 100 percent of the Contract from state approved insurance companies or forfeit bid bond.
4. Complete Alaska Products Preference Worksheet, if attached, and submit with bid. Omission of the Alaska Products Preference Worksheet with bid will result in a determination that no Alaska Product Worksheet is claimed. The Contractor and the University agree: That time is of the essence of this contract; contract construed according to Alaska Law; any litigation arising out of this contract shall be brought only in the Superior Court in which project is located.

### The Contractor shall:

1. Comply with all regulations of the University of Alaska; all local ordinances; all federal and state law, including Alaska Statute Title 36.
2. In accordance with Alaska Statutes, post prominently and pay state prevailing wage rates, pay employees once a week on failure to do so University will withhold accrued payments; submit certified payroll reports to University and Department of Labor once a week; hire certified residents under Employee Preference law and regulations ; purchase Alaska harvested wood and wood products if available, meets specifications and is within 7 percent of like products harvested outside the state; not replace a subcontractor after submission of list at bid except as provided in AS 36.30.115; pay liquidated damages if applicable. Contractor is reminded the State of Alaska is a zone of under-employment, subjecting contractor to hiring certified residents for this project. Additional local hiring may apply. For information, contact State Department of Labor.
3. Pay all royalties, license and permit fees, and applicable taxes required to perform this Contract.
4. Make no changes in the Work without written authorization from the University.
5. Wherever the word "or equal" appears in the specifications, it shall mean equal in the opinion of the University.
6. Comply with Executive Order 11246 of September 24, 1965 as amended, Executive Order 11625 Minority Business Enterprises as amended, and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national original, or Vietnam era veteran status.
7. Have a supervisor on the project at all times while work is in progress with full authority to act for and bind Contractor.
8. Be responsible for Contractor caused damage and associated repair at the Contractor's sole cost.
9. To the maximum extent allowed by law, indemnify, defend, and hold the University harmless from any liability for loss, injury, or death which may in any way be associated with the Contractor's or subcontractor's work on the project.
10. Maintain insurance submitted and approved at bid until completion of work.
11. Within 3 days of date acknowledging acceptance of bid, provide a contract price breakdown and with 10 days a schedule of how the work will be completed.
12. Remedy all defects in materials or workmanship which develop within a period of one year from the date of final acceptance.
13. Submit all disputes first to the University for resolution in accordance with University regulations or procedures.
14. Obtain and pay for parking permits on all vehicles from the Campus Department of Security over and above the number of free spaces indicated on the specifications or on the drawings, if any.

### The University:

1. Shall award to lowest responsive and responsible bidder following the application of an "Alaskan Bidder" and "Alaska Products Preference". The University reserves the right to cancel this solicitation and/or reject all bids.
2. Reserves the right to order changes and additions in the Work called for by this Contract. The contractor shall not be entitled to extra time or to any compensation for extra work unless orders therefore are given in writing.
3. Shall make progress payments in proportion to work completed on contract price breakdown upon written request. When work is 90 percent complete, retainage of 10 percent may be withheld from all further payments until final acceptance.
4. Reserves the right to withhold payment for: a) defective work; b) claims files against the Contractor c) failure to pay subcontractor, suppliers, or workmen; d) failure to pay minimum wage rates; e) damage to University property; and f) default in performance of this Contract.
5. Will designate a representative through its Contracting Officer who shall: a) have general authority in administering the Contract, including the right to stop work whenever such stoppage may, in his opinion, be necessary to insure proper execution of the Work, and b) be the interpreter of the requirements of the Contract documents and the judge of the quality of all the work done, of the amount of Work done, and the amount of money due under this Contract. The University may engage its Architect/Engineer to advise and assist its representatives in the administration of this Contract.
6. Reserves the right to convene a preconstruction conference which the Contractor must attend.
7. Reserves the right to terminate 1) this Contract for convenience of the Owner or 2) the Contractor's right to work for failure to follow University directions, failure to prosecute the Work, or for performance of work which remains uncorrected or unacceptable to the University.

Initial Here \_\_\_\_\_







