



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Fahrenkamp Parking Lot - Project No. ASP 10-18-922 – Re-solicit</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W 7th Ave, Suite 1330</u> <u>Anchorage, AK 99501</u>
Location: <u>Bettye Fahrenkamp Center, 1423 Peger Road, Fairbanks, Alaska, 99701</u>	
Procurement Officer: Marlys Hagen, C.P.M., CPPB, CPPO	Date of Issuance: April 9, 2018
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: The Contractor is required to provide all labor, equipment, and materials necessary to construct a parking lot according to the plans attached to this IFQ. Deadline for Completion of this project: December 31, 2018. The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$200,000 ^{1,2} 1. Quotes in excess of \$138,000 will be deemed non-responsive. Davis-Bacon Wages (Title 36.05): are required on this project. The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile <u>Bonding Requirements:</u> <i>Any project in excess of \$100,000 must be bonded.</i> Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before 14:00 prevailing Alaska time on April 30, 2018 . Late quotes will not be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Title: <u>Marlys Hagen, Procurement Officer</u> at: <u>550 W. 7th Ave, Suite 1330, Anchorage, Alaska, 99501</u> Telephone: (907) 269-8666 Fax: (907) 269-8909 Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.	
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote. <input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements .) <input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements .) Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows: Quote for Project: Name: <u>Fahrenkamp Parking Lot</u> Number: <u>Project No. ASP 10-18-922 – Re-solicit</u> Procurement Agency Address: <u>Department of Natural Resources, Support Services</u> <u>550 W 7th Ave., Ste. 1330</u> <u>Anchorage, Alaska 99501</u> Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal.	



**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

**INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)**

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit an offer and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services has been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing an Offer, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting an offer, the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The *Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting an offer. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.*

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <http://doa.alaska.gov/dgs/pdf/pref2.pdf>. A detailed description of the Alaska Products Preference Program is available at <https://www.commerce.alaska.gov/web/ded/dev/alaskaproductpreferenceprogram.aspx>.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be non-responsible, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

Scope of Work: The Trust Land Office, (TLO), is requesting quotes to supply all labor, materials, and equipment necessary to construct the parking lot as described in this document.

Contractor is to provide resources to complete this project without any adjustments in the original bid amount or contract time.

A. Project Location: Bettye Fahrenkamp Center, 1423 Peger Road, Fairbanks, Alaska, 99701

B. Site walk through: Offerors are encouraged to visit the site on their own. There will be no formal site visit. The offeror's failure to visit the work site will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the terms and conditions of this IFQ.

C. Contractor Responsibilities:

1. See attached maps and applicable Trust Land Office Parking Lot Expansion specifications.
2. Coordinate all work with the Trust Land Office Project Manager or their designee.
3. Ensure compliance with all applicable State and federal regulations.
4. Obtain all required insurance, permits, and licenses and submit all required documentation to the Alaska Department of Labor regarding Alaska Minimum Wage Rates and Certified Payrolls.
5. Provide adequate protected storage areas for supplies and equipment from vandalism and/or environmental damage. State of Alaska, its agents and employees, are not responsible for contractor's damaged or missing tools, materials, etc. Contractor should take reasonable precautions in preventing such losses or damages.
6. The contractor will be responsible for his/her own lodging, food, and transportation required for this project.

D. Mobilization and Demobilization: Mobilization and demobilization costs must be included in the total offer for the job.

E. Contract Term: From Notice to Proceed (NTP) to December 31, 2018.

F. Method of Award: Award will be made to the responsive and responsible offeror who submits the lowest total cost for the project.

G. Contract Administration: Overall contract administration will be the responsibility of the Department of Natural Resources Procurement Officer Marlys Hagen, or her designated representative. Ms. Hagen may be contacted by phone at (907) 269-8666 or fax (907) 269-8909. Only the Procurement Specialist has full authority to alter, amend, or change a contract resulting from this solicitation.

H. Day to Day Contract Administration: Day to day contract administration is the responsibility of the TLO Project Manager or their designated representative. Neither the Project Manager nor their designated representative can substantially change or alter a contract resulting from this solicitation.

I. Inspection & Modification - Reimbursement for Unacceptable Deliverables: The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the TLO Project Manager responsible for coordinating this project. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes. Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

J. Contract Changes - Unanticipated Amendments: During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract.

When additional work is required, the Project Manager in charge will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. The Contractor will not commence additional work until the State has secured any required approvals necessary for the amendment and issued a written contract amendment.

- K. Termination for Default:** If the TLO Project Manager determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.
- L. Payment of Work:** Complete payment will be made 1) upon completion of the project to the satisfaction of the Project Manager in charge 2) Upon receipt of the notice of completion of Public Works approved by the Alaska Department of Labor and Workforce Development (DOL) if required, and 3) upon receipt of the contractor's original, accurate and complete invoice. **Full payment cannot be made without the notice of completion of public works form signed by DOL. If required, it is the contractor's responsibility to provide the DOL signed notice of completion of public works with their final invoice for payment.**

Submit Invoices to:

State of Alaska

Department of Natural Resources

Trust Land Office

2600 Cordova Street

Anchorage, Alaska 99503

Attn: ASP 10-18-922 Fahrenkamp Parking Lot Construction

- M. Subcontractors:** A list of subcontractors must be provided along with quote.
- N. Little Davis Bacon project wage requirements:** The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.

The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD). The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:

<http://www.labor.state.ak.us/lss/lssforms.htm>.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)
 [per AS 36.30.320(a)]

Project Name & No.: <u>Fahrenkamp Parking Lot - Project No. ASP 10-18-922 – Re-solicit</u> Location: <u>Bettye Fahrenkamp Center, 1423 Peger Road, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W 7th Ave, Suite 1330</u> <u>Anchorage, Alaska 99501</u>
Procurement Officer: Marlys Hagen, CPSM, C.P.M., CPPO	Date of Submittal: _____ Bid is Due: NLT 2:00 P.M. 04/30/2018
<p>QUOTE: Offerors must read all attachments to this schedule. Complete and FAX this form to the DNR Procurement Officer not later than 2:00 p.m. on April 30, 2018 to FAX Number is (907) 269-8909. Emailed quotes will not be accepted for this solicitation. Award will be made as One Lot based on Total Cost to the lowest responsive and responsible offeror. Contact Marlys Hagen at (907) 269-8666 with questions concerning this IFQ.</p> <p>1. Cost to Construct Parking Lot:</p> <p style="margin-left: 40px;">Total Bid Amount \$_____.</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number ASP 10-18-922 – Re-solicit. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Project Engineer.</p> <p>Contractor _____ Contractor Reg. No. _____</p> <p>Authorized Signature _____ Title _____</p> <p>Address _____</p> <p>Business License # _____ EIN or SSN _____ Phone # _____</p> <p>Offeror is Claiming: <input type="checkbox"/> Alaska Bidder's Preference <input type="checkbox"/> Alaska Products Pref. (worksheet)</p> <p style="margin-left: 80px;"><input type="checkbox"/> Alaska Veteran Preference</p>	
<p style="text-align: center;">.....</p> <p style="text-align: center;">Procurement Officer: _____</p> <p style="text-align: center;">Date of Receipt of Bid: _____</p>	

Offeror to Complete this Portion



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

[per AS 36.30.320]

Project Name & No.: <u>Fahrenkamp Parking Lot - Project No. ASP 10-18-922 – Re-solicit</u> Location: <u>Bettye Fahrenkamp Center, 1423 Peger Road, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W 7th Ave., Suite 1330</u> <u>Anchorage, Alaska 99501</u>
Procurement Officer's Signature:	Date of Issuance:

TO: _____ _____ _____	FOR: Work related to Total Bid of: <u>Project Number ASP 10-18-922</u> <u>– Re-solicit</u> including the basic quote and alternate quote item(s): <u>N/A</u> _____ _____	The Contractor Must Submit: Insurance* <input checked="" type="checkbox"/> Bonding* <input checked="" type="checkbox"/> Certified Wages* <input checked="" type="checkbox"/> Dept. of Labor (Notice of Work) * <input checked="" type="checkbox"/> Subcontractor List* <input checked="" type="checkbox"/> * Comments as applicable:
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Your quote in the amount of \$_____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the *Small Procurement Quote Submittal* (Form SPC-002), which are a part of this Contract.

The Contractor must sign, date, and return this document to the *procurement* address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.

Contractor's Signature of Contract Award Acceptance: _____ Date: _____

NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000

In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

**NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
 - **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
 - **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
 - **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
 - **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
 - **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
 - **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
 - **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
 2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
 3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
 4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
 5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
 6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
 7. The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
 8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD). The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:

<https://certpav.dol.alaska.gov/Portal.aspx>

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.



**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

**NOTICE TO PROCEED (NTP)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

[per AS 36.30.320]

Project Name & No.: <u>Fahrenkamp Parking Lot - Project No. ASP 10-18-922 – Re-solicit</u> Location: <u>Bettye Fahrenkamp Center, 1423 Peger Road, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W. 7th Ave., Suite 1330</u> <u>Anchorage, AK 99501</u>
Authorizing Signature: _____	Date of Issuance: _____

TO: _____	<div style="border: 1px solid black; width: 200px; height: 20px;"></div>

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<p>You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.</p> <p>Upon receipt of this document, the Contractor may begin work on the subject project, in coordination with the Project Manager and in accordance with the terms of the contract. The Work of the Contract must be complete as soon as possible but No Later Than <u>December 31, 2018.</u></p> <p>Contractor's Signature of Acknowledgment: _____ Date: _____</p>	