

INVITATION TO BID

MAINTENANCE & OPERATIONS

SPECIFICATIONS & BID DOCUMENTS

PROJECT: Northern Region Guardrail & Fencing Maintenance Services – State Funded PROJECT NO. 2518N010







INVITATION TO BID

for Construction Contract

Date April 18, 2018

Northern Regio		Maintenance Services State Funded; ITB 2518N010
Location of Duricati	Pro Northern Region, Alaska	oject Name and Number
Location of Project: Contracting Officer:	Eric Johnson, Procurement O	fficer
Issuing Office:	Northern Region DOT&PF	
Description of Work:		
	ended to establish a contract for ortation & Public Facilities, Nor	maintenance, repair, and installation of both guardrail and fencing for the rthern Region.
Funding Source:	State Funded [x] on Goal: [x] Race-Neutral, Goa	Federal Aid [] al is Non-Specified [] Race-Conscious, Goal is XX.X%
The Engineer's Estima		0 [] Between \$1,000,000 and \$2,500,000 0 and \$250,000 [] Between \$2,500,000 and \$5,000,000 0 and \$500,000 [] Greater than \$5,000,000
	pleted by the agreed upon date f ites, if applicable, will be shown	
performing all work	x for the project described a	gle copy, for furnishing all labor, equipment, and materials and for bove. Bids will be opened publicly at 10:00 a.m. local time, in the Alaska on the 9th of May 2018.
	SU	JBMISSION OF BIDS
		HDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL IUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:
	n Guardrail & Fencing rvices, State Funded; ITB	ATTN: Eric Johnson State of Alaska Department of Transportation & Public Facilities 2301 Peger Road Fairbanks, Alaska 99709-5316
prior to the schedule Procurement Officer Faxed bid amendment	ed time of bid opening. Hat in the main building, 2301 Pe is must be addressed to Procure	l must be received at the above specified address no later than 30 minutes and-delivered bids, amendments or withdrawals must be received by eger Road, Fairbanks, Alaska prior to the scheduled time of bid opening. ment Officer of record . The Bidder is responsible for ensuring that faxed the scheduled time of bid opening. Fax number: (907) 451-2313.
A bid guaranty is requ your bid non-responsi		nt of \$5,000.00. Failure to supply this guaranty may be grounds to declare
Invitation, Disadvanta	aged Business Enterprises (DB	vill affirmatively insure that in any contract entered into pursuant to this BEs) will be afforded full opportunity to submit bids and will not be ational origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

Alaska Test Methods Manual and Construction Surveying Requirements Booklet can be downloaded from the internet at <u>http://www.dot.state.ak.us/stwddes/dcspubs</u>.

The solicitation documents are available for inspection at the Procurement Officers office located at the Department of Transportation, 2301 Peger Road, Fairbanks, Alaska and can be viewed at: https://aws.state.ak.us/OnlinePublicNotices/default.aspx -

Plans and Specifications may be requested in electronic format from: Eric Johnson 2301 Peger Road Fairbanks, Alaska 99709 Phone: (907) 451-5102 TDD (for Hearing Impaired, required special equipment): (907) 451-2362 Email: eric.johnson@alaska.gov

All questions relating to this solicitation should be directed to the following. Eric Johnson, Procurement Officer

Phone: (907) 451-5102

Fax: (907) 451-2313

Email: <u>eric.johnson@alaska.gov</u>

Other Information:

Bid results shall be provided once a Letter of Intent is issued. Bids will be evaluated and approved prior to releasing the results.

The <u>Standard Specifications for Highway Construction [English Edition] dated 2017</u> can be down loaded from the internet at: <u>http://www.dot.alaska.gov/stwddes/dcsspecs/assets/pdf/hwyspecs/sshc2017.pdf</u>

This can also be purchased by going to the following website: <u>http://www.lulu.com/shop/state-of-alaska-dept-of-transportation/2017-alaska-standards-specifications-for-highway-construction/paperback/product-23131801.html</u>

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5. <u>State Wage Rates</u>

State wage rates can be obtained at <u>http://www.labor.state.ak.us/lss/pamp600.htm</u>. Use the State wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the State wage rates in the signed Contract.



REQUIRED DOCUMENTS

State Funded Contracts

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

- 1. Bid Form (Form 25D-9)
- 2. Bid Schedule (Attachment E)
- 3 Bid Security (Form 25D-14)
- 4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:

Bid Modification (Form 25D-16)

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. Subcontractor List (Form 25D-5)

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

- 1. Construction Contract (Form 25D-10A)
- 2. Contractor's Questionnaire (Form 25D-8)
- 3. Certificate of Insurance (from carrier)
- 4. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)



SUBCONTRACTOR LIST

Northern Region Guardrail and Fencing Maintenance Services, State Funded; ITB 2518N010 Project Name and Number

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable:

[]]

All Work on the above-referenced project will be accomplished without subcontracts

<u>Or</u>

 $[\Box]$ List all first tier Subcontractors as follows:

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
	JE SUBCONTRACTOR INFORMATION	

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

Date

Phone Number

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES Civil Rights Office – DBE Program

BIDDER REGISTRATION

All firms are required to submit a Bidder's Registration form before an Alaska Department of Transportation and Public Facilities (DOT&PF) project can be awarded. The Bidder Registration form must be submitted to the Civil Rights Officer (CRO) on an annual basis by January 1 and is valid thru December 31. Complete this form for each contractor and subcontractor. Firms will be listed on the bidder registration online directory <u>http://www.dot.state.ak.us/cvlrts/bidreg.shtml</u>.

Name of Firm:		
Street Address:		
Mailing Address:		
Contact Name:		
Telephone Number:		
Fax number:		
E-mail Address:		
Date Firm was Established:		
Service Provider?		
_ **		
Certified DBE? **DBE- DisadvantagedSelf-Certified SBE? **SBE- Small Business	Business Enterprise Enterprise (<i>Complete page 2 of this form.</i>)	
Firm's gross annual receipts: □ <\$500,000	t apply):	
Signature of Company Representative	Title	Date
Send this completed form to: ADOT&PF Civil Rights Office PO Box 196900 Anchorage, Alaska 99519-6900	<i>OR</i> You may fax your completed for (907) 269-0847	rm to:
If you have any question	ons, please call (907) 269-0851.	

SMALL BUSINESS ENTERPRISE PROGRAM (SBE) SELF-REGISTRATION

Fostering Small Business Participation (SBE) (49 CFR 26.39):

To meet the requirements of 49 CFR 26.39, DOT&PF has implemented a Small Business Enterprise Program. This component is only applicable to federally funded projects.

[Complete the Section below only if you are a Self-Certified SBE Firm] All businesses wishing to be eligible as a SBE are required to submit a SBE Self-Registration form. The SBE Self-Registration form must be submitted on an annual basis by January 1 and is valid thru December 31.

In order to verify your firm's compliance with business size standards under 49 CFR 26.67(2)(i) and 26.65(b), *at the time of award* you will be required to submit the following documents:

- SBE Affidavit of Certification Eligibility
- Personal Financial Statement
- Past three years of your corporations and/or individual tax returns

• If not a certified DBE, please provide documentation that you are self-certified as a small business (please contact Procurement Technical Assistance Center (PTAC) at 907-274-7232 if you require assistance on becoming a self-certified small business)

At time of award send required documentation to:

DOT&PF Civil Rights Office Attn: Certification PO Box 196900 Anchorage, Alaska 99519-690 Phone: (907) 269-0851 Fax: (907) 269-0847

A. SBE Directory Information

small busines the last three	s) does not exceed the Administration (SBA) for To find more information sba.gov/content/small-	[]Yes	[] No*	
*If you marked	"No" you do not qualify for the SBE Program			
	fy at time of award that your firm (including affiliates worth standards of \$1.32 million per 49 CFR 26.67(2)		[]Yes	[] No*
*If you marked	"No" you do not qualify for the SBE Program			
•	Ty at time of award that each individual owner of your worth standards of \$1.32 million per 49 CFR 26.67(2)		[]Yes	[] No*
*If you marked	"No" you do not qualify for the SBE Program			
4. Contact Info.				
	Name of Firm	Contact Name		
	Telephone Number	Fax Number		
	Email Address	Company Website		

ALC: NO DE CONTRACTO	DEF	PARTMENT OF TR	STATE OF ALA ANSPORTATIO		ACILITIES	
TRAN	TO CE ALL MARK	CONTRAC	TOR'S QUI	ESTIONNAII	RE	
	OF REAL					
]	Project Name and N	umber		
A. 1.	FINANCIAL Have you ever failed to	complete a contract	due to insufficient	resources?		
-	[]No []Yes	If YES, explain:				
_						
_						
2.	Describe any arran	gements you have ma	ade to finance this	work:		
_						
B. 1.	EQUIPMENT Describe below the equ	ipment you have ava	ilable and intend to	use for this projec	·t.	
	ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

2.	What percent of the total value of this contract do you intend to subcontract?%
3.	Do you propose to purchase any equipment for use on this project? [] No [] Yes If YES, describe type, quantity, and approximate cost:
4.	Do you propose to rent any equipment for this work? [] No [] Yes If YES, describe type and quantity:
5.	Is your bid based on firm offers for all materials necessary for this project? []Yes []No If NO, please explain:
C.	EXPERIENCE
1.	Have you had previous construction contracts or subcontracts with the State of Alaska? [] Yes [] No
-	Describe the most recent or current contract, its completion date, and scope of work:
-	
2.	List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.
	I hereby certify that the above statements are true and complete.
Name	of Contractor Name and Title of Person Signing
Signat	ure Date
2	



BID FORM

for

Northern Region Guardrail & Fencing Maintenance Services, State Funded; ITB # 2518N010 Project Name and Number

by

Company Name

Company Address (Street or PO Box, City, State, Zip)

TO THE CONTRACTING OFFICER,

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES:

In compliance with your Invitation to Bid dated ______, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near ______, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of ______ sheets, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Transportation and Public Facilities as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days of notification,, after the effective date of the Notice to Proceed, or by ______, unless extended in writing by the Contracting Officer.

As this is an "As Needed" contract, no payment or performance bond will be required.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	 Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, 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 bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

() Phone Number

()

Fax Number

ALASKA PRODUCTS PREFERENCE WORKSHEET

(See Reverse Side for Instructions)

Project Name and Number: <u>NR Guardrail Maintenance Services; ITB 2518N010</u>

Bid Phase: _____ Contractor: _____

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
	•		TOTAL	

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening. A product with expired certification at the bid opening date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible. The Alaska Product Preference Program List of certified products is available online at: <a href="http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref/modpr

BIDDERS INSTRUCTIONS:

- A. General. The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.
- B. Form Completion BASIC BIDS.
 - (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
 - (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
 - (3) For each suitable product submitted under the "Basic Bid" enter:
 - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
 - The company name of the Alaska producer under the heading "Manufacturer", and
 - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
 - (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
 - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
 - The resulting preference i.e. the preference percentage times the total declared value amount under the heading "REDUCTION AMOUNT".
 - (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # _____ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
 - (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
 - (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
 - (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.
- C. Form Completion ALTERNATE BIDS.
- (1) Enter project number and name, the words "ALTERNATE BID #___", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #___", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #___."
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #_____- SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID _____ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID #____ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #___) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid.



ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number: Northern Region Guardrail and Fencing Maintenance Services, State Funded; ITB 2518N010,

I certify under penalty of perjury that

(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:
 - (1) Sole proprietorship owned by an Alaska Veteran;
 - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veteran's;
 - (3) Limited liability company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
 - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (c) In this section, "Alaska Veteran" means an individual who is a:
 - (1) Resident of this state; and
 - (2) Veteran; means an individual who:

(A) Served in the:

- (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- (B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

BID SCHEDULE

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- NORTHERN REGION

Northern Region Guardrail & Fencing Maintenance Services, State Funded

ITB 2518N010

Bidders Please Note: Before preparing this Bid Schedule, read carefully the "Invitation for Bid."

The Bidder shall insert an hourly rate opposite each pay item in the bid schedule. The estimated quantity for evaluation purposes will be One (1) hour. This is an "As Needed" contract, therefore no minimum purchases are guaranteed from this solicitation.

In order to be considered responsive for a Lot, you must bid on all items within that Lot. Award will be made based on lowest overall averaged rate for each lot.

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Lot Number	PAY ITEM DESCRIPTION	PAY UNIT	AMOUNT BID
1 – A	Install/Repair Guardrail and Associated Guardrail Items – Fairbanks Area	Per Hour	\$
1 – B	Install/Repair Fencing and associated fence items – Fairbanks Area	Per Hour	\$
2 – A	Install/Repair Guardrail and Associated Guardrail Items – Denali Area	Per Hour	\$
2 – B	Install/Repair Fencing and associated fence items – Denali Area	Per Hour	\$
3 – A	Install/Repair Guardrail and associated Guardrail Items – Tok Area	Per Hour	\$
3 – B	Install/Repair Fencing and associated fencing items – Tok Area	Per Hour	\$
4 – A	Install/Repair Guardrail and associated Guardrail Items – Dalton Highway	Per Hour	\$
4 - B	Install/Repair Fencing and associated Fencing Items – Dalton Highway	Per Hour	\$
5 – A	Install/Repair Guardrail and associated Guardrail Items – Tazlina Area	Per Hour	\$
5 – B	Install/Repair Fencing and associated Fencing Items – Tazlina Area	Per Hour	\$
6 – A	Install/Repair Guardrail and associated Guardrail Items – Valdez Area (includes Cordova)	Per Hour	\$

В	Install/Repair Fencing and associated Fencing Items – Valdez Area (includes Cordova)	Per Hour	\$
Name	e of Bidding Firm:		
Phys	ical Address:		
Cont	act Name:		
Phon	e: Fax:		
Signa	ature:		
Ema	il Address:		



CONSTRUCTION CONTRACT

Northern Region Guardrail & Fencing Maintenance Services, State Funded; ITB 2518N010 Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

Company Address (Street or PO Box, City, State, Zip)

a/an [] Individual [] Partnership [] Joint Venture [] Sole Proprietorship [] Corporation incorporated under the laws of the State of _______, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Dollars

(\$) , and such other items as are mentioned in the original Bid, which Bid and prices named,

together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, as directed: N A or within N A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover N A dollars N A per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

N WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its ter	rms and conditions.
CONTRACTOR	
Company Name	_
Signature of Authorized Company Representative	_
Fyped Name and Title	_
Date	_
	(Corporate Seal)
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	
Signature of Contracting Officer	_
Eric Johnson	
Typed Name	_
Date	

.



BID BOND

For

Northern Region Guardrail	& Fencing Maintenance Project Name and I		ate Fund	ed; ITB # 2518N010
	DATE BOND E	XECUTED:		
PRINCIPAL (Legal name and business ad	dress):	TYPE OF OR	GANIZA	ΓION:
		[] Individua [] Joint Ven STATE OF II	ture	[] Partnership [] Corporation ATION:
SURETY(IES) (Name and business address A.	ss): B.		C.	
PENAL SUM OF BOND:			DATE O	F BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
	See Ins	structions on Reverse	Corporate Seal

Signature(s)			State of Incorporation	Liability Limit \$
	1.	2.	1	Corporate
Name(s) & Titles (Typed)	1.	2.		Seal
Surety B	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.		Corporate
Name(s) & Titles (Typed)	1.	2.		Seal
Surety C	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.		Corporate

3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.

2.

INSTRUCTIONS

Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in

- 4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
- 5. The scheduled bid opening date shall be entered in the space marked Date of Bid.

This form shall be used whenever a bid bond is submitted.

which incorporated shall be inserted in the space provided.

- 6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
- 7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
- 9. The date that bond is executed must not be later than the bid opening date.

Name(s)

& Titles (Typed)

1.

2.

1.

Seal



BID MODIFICATION

Northern Region Guardrail & Fencing Maintenance Services, State Funded; ITB 2518N010

Project Name and Number

Modification Number:

Note: All revisions shall be made to the unadjusted bid amount(s).

Changes to the adjusted bid amounts will be computed by the Department.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-
	TOTAL REVISION: \$		
	Name of Bidding Firm		
	Responsible Party Signature	Date	
	This form may be duplicated if additional	l pages are needed.	

General Provisions

1. <u>Subcontractors</u>

The contractor may not utilize any Subcontractor for any part of the work unless and until the Subcontractor is approved by the Contracting Officer or his designee. The Department will not be responsible for nor pay for any work done by another Contractor before approval is given.

2. Laws to be observed

The Contractor shall keep fully informed of all Federal and State regulatory requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply withal such regulatory requirements, orders, and decrees; and shall protect and indemnify the Department and its representatives against claim or liability arising from or based on the violation of any such regulatory requirement, order, or decree whether by the Contractor, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable regulatory requirements, the Department shall not be responsible for monitoring Contractor's compliance with any regulatory requirements.

A. Permits, licenses, and Taxes

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. As a condition of performance of this Contract, the Contractor shall pay all Federal, State, and Local taxes incurred by the Contractor, in performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the Department under this contract.

3. Compliance of Specifications and Drawings

If the Contractor observes that the specifications and drawings supplied by the Department are at variance with any regulatory requirement, Contractor shall give the Contracting Officer's representative prompt written notice thereof. If the Contractor performs any work knowing or having reason to know that it is contrary to such regulatory requirements, and without such notice to the Contracting Officer, the Contractor shall bear all costs arising therefrom; however it shall not be the Contractor's primary responsibility to make certain that the specifications and drawings supplied by the Department are in accordance with such regulatory requirements.

4. Accident Prevention

The Contractor shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

5. Local Building Codes

The Contractor shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including obtaining of required permits.

6. Air Quality Control

The Contractor shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

7. Archaeological or Paleontological Discoveries

When the Contractor's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or se mammal bones or tusks, the Contractor shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the Contractors operations in order to protect an archeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate Contract Change Order.

8. <u>Contract Price Changes</u>

Prices shall remain firm for the first term of this contract. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, Not Seasonally Adjusted, Urban Alaska, Base: Current, Services, Semi-Annual; Series ID: CUUSS49GSAS. This series currently lists the base number for Half2 2017 is: 252.975.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average, Half2 2017 (252.975); and each Half2 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. State of Alaska ITB 2518N010 Northern Region Guardrail & Fencing Maintenance Services, State Funded

During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered a breach of contract.

9. Method of Award

Primary and Secondary contracts will be established from this ITB. The Primary Contractor shall be determined by the lowest responsive & responsible bidder. The Secondary Contractor shall be determined by the next lowest responsive & responsible bidder. Awards will be based on lowest lot price, to be considered responsive for a lot; you must bid on all items within that lot.

When work is requested the Primary Contractor shall be notified first. In the event that the Primary Contractor is unable to complete the project in the timeline specified by DOT & PF then the State may contact the Secondary Contractor to complete the project.

10. Contract Period

Contracts established from this solicitation shall be from date of award through June 30, 2019, with the option to renew these contracts for Five (5) additional one-year renewable options under the same Terms and Conditions. Renewable options are to be exercised solely at the State's discretion.

11. Billable Hours

Billing time will start when the contractor leaves their shop and last until the contractor either has either returned to their shop, or completes the project (if travelling to a new project). Lunches and breaks shall be deducted from the billable hours submitted. Overtime hours will not be paid unless agreed upon ahead of time and approved in writing. See Section 4.0 of the Scope of Work for additional information.

12. Invoices

Invoices must be sent to the ordering agency's address shown on the individual Purchase Order, Contract Award, or Delivery Order. The ordering agency will only make payment after it receives the service and the invoice. Questions concerning payment must be addressed to the Procurement Officer of record.

13. Service Contract Deficiencies

The contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be

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provided to the contractor in writing. The contractor will advise the State, in writing, of the corrective action being taken.

All SDC's must be acknowledged in writing by the contractor within 7.5 working hours from the time it is issued, the State may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a contractor gets more than Two (2) substantiated SDC's in a Thirty (30) day period or a total of Five (5) substantiated SDC's in a Sixty (60) day period, it will be grounds for the State to declare the contractor in default, which may result in termination of the contract.

14. Warranty

The contractor warrants every unit purchased against faulty materials and workmanship for a minim period of at least Twelve (12) months. If, during this period, faults develop with the unit or components of the units, they will be repaired or replaced without any cost, including an transportation or freight costs to the State. Bid, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

- 1. If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail.
- 2. If the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the Bid Form (Form 25D-9N) the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

15. <u>Contract Cancellation</u>

The State reserves the right to cancel these contracts at its convenience upon Thirty (30) days written notice to the Contractor ('s). The State is liable only for payment in accordance with the payment provisions of this contract for services provided before the effective date of termination.

Technical Specifications

1.0 SCOPE OF WORK

1.1 To establish a contract for Guardrail and Fencing Maintenance Services on an as-needed basis for multiple locations for the Department of Transportation and Public Facilities, Maintenance and Operations.

It will be the responsibility of the contractor to determine the appropriate type of equipment/method required to install/repair Guardrail and Fencing.

2.0 DESCRIPTION OF WORK

2.1 All work will be done as directed by the project manager or authorized representative at specific locations in the Northern Region.

Contractor shall be responsible for all labor, equipment and supplies for installing or repairing replacement guardrail and fencing

- **2.2** Contractor must provide a phone number for 24 hour contact. Contact may be in person or suitable telephone answering machine or answering service for positive contact. Call outs will be by designated DOT&PF Representative only.
- **2.3** The State guarantees no minimum usage except that if called the Contractor will be paid a minimum of the equivalent of Two (2) hours for either guardrail or fencing hourly rate for the location selected.
- **2.4** All work will be under the direction of the Project Manager or Authorized Representative who will assign work and guide the Contractor's activities. The designated DOT&PF employee shall have the authority to terminate the use of any equipment which is not maintained in good working order.
- **2.5** Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. The Contractor shall replace those operators, who in the opinion of the designated DOT&PF Representative, misconduct themselves on the job, or are incompetent or negligent in the operation of the equipment.
- **2.6** This solicitation will result in Two (2) contracts being established. The low bidder will be the Primary Contractor and the second low bidder will be the Secondary Contractor. The Primary Contractor will be the first company contacted for any project being requested. In the event that the Primary Contractor is unavailable to perform the requested work, the Secondary Contractor shall be contacted.

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Technical Specifications

3.0 MATERIALS

- **3.1** Materials required for any projects shall either be provided by DOT & PF, or will need to be ordered by the contractor. If materials need to be ordered, they shall be ordered by the contractor at cost plus 10%.
- **3.2** All materials supplied by the contractor must meet all required State and Federal specifications.

4.0 EQUIPMENT

- **4.1** All provided equipment must meet all pertinent Federal and State Safety Standards with particular emphasis on lighting required for highway utilization.
- **4.2** Transportation of equipment to and from the job site within the area will be the responsibility of the Contractor.
- **4.3** Contractor shall provide all fuel, lubricants, maintenance items, and expenses of operator. The Dept. of Transportation & Public Facilities is not responsible for any expenses due to repair or replacement items of equipment.

5.0 METHOD OF MEASUREMENT FOR PAYMENT

- **5.1** Measurement will be made by hourly rate, rounded to the nearest half hour for all work completed under this contract. The measurement shall commence when the required equipment, with operator, leaves the contractors shop. The measurement will cease when the contractor has returned to their shop. Mileage and time spent travelling to the specified locations must be reported to DOT & PF as back-up documentation with each invoice submitted for payment under this contract, or when directed to stop work by the authorized State Representative. Fuels, lubricants, maintenance items, will not be measured for payment.
- **5.2** After each call out and during the course of work, hours used shall be reported and verified by the Project Manager or Authorized Representative on a daily basis. An itemized invoice shall be submitted after each job and be reconciled and verified by the Project Manager or Authorized Representative prior to payment.
- **5.3** All materials required to complete the project shall be purchased by the contractor and reimbursed by the State at a cost plus 10% markup. The markup shall only be applied to the total cost of the item and applicable freight charges for the items to be delivered to the contractors shop. Invoices for materials shall be submitted as backup documentation with

Technical Specifications ITB Number: 2518N010 Northern Region Guardrail & Fencing Maintenance Services, State Funded Attachment B

the invoice submitted for payment under this contract.

6.0 <u>OTHER</u>

- 6.1 WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. The contractor, at the contractor's risk and expense will do over, Service, maintenance and inspections, which are improperly done.
- **6.2 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. If there is a bigation 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 Contractor and in approving or accepting the Contractor's work.
- 6.3 State Wage Rates: State wage rates can be obtained at: <u>http://www.labor.state.ak.us/lss/forms/pamp600-040118.pdf</u> Use the State wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the State wage rates in the signed Contract.

The <u>Standard Specifications for Highway Construction [English Edition} dated 2017</u> can be downloaded from the internet at: <u>http://www.dot.alaska.gov/stwddes/dcsspecs/assets/pdf/hwyspecs/sshc2017.pdf</u>

This can also be purchased by going to the following website: <u>http://www.lulu.com/shop/state-of-alaska-dept-of-transportation/2017-alaska-standards-specifications-for-highway-construction/paperback/product-23131801.html</u>

6.4 Notice of Work Filing with DOL: For any project estimated at over \$25,000.00 a Notice of Work must be filed with the Department of Labor. This is defined as any project where materials and labor would exceed \$25,000.00. Any project quoted under \$25,000.00 is

Technical Specifications

not required to file with DOL. If a project is quoted under \$25,000.00 but changes result in exceeding the \$25,000.00 threshold, would be required to file with DOL as well.

6.5 Notice to Proceed: Contractors shall receive a Notice to Proceed (NTP) prior to commencing any work authorized under this contract. Quotes may be requested prior to receiving a NTP. Each NTP will be given a number designation; this designation will be required to appear on any invoices submitted for work completed.

7.0 Locations

- 7.1 Fairbanks: Roadways for the Fairbanks District are highlighted in Blue. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 1.
- **7.2 Denali:** Roadways for the Denali District are highlighted Tan on Attachment D. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 2.
- **7.3 Tok:** Roadways for the Tok District are highlighted Green on Attachment D. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 3.
- **7.4 Dalton Highway:** Roadways for the Dalton District are highlighted Pink on Attachment D. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 4.
- **7.5 Tazlina:** Roadways for the Tazlina District are highlighted Purple on Attachment D. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 5.
- **7.6 Valdez:** Roadways for the Valdez District are highlighted Orange on Attachment D. This map is provided for reference purposes only, and is not inclusive of the coverage area. Attachment C lists the actual coverage areas for each lot. This location is designated as Lot 6.

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District - Lot Number	Coverage Areas
Fairbanks - Lot 1	Richardson Highway - MP 306-360 Parks Highway - MP 344-360 Elliott Highway - MP 0-28 Steese Highway - MP 0-160 Chena Hot Springs Road - MP 0-56 All other State roads in Fairbanks\North Pole area
Denali - Lot 2	Parks Highway - MP 162 to 345
Tok - Lot 3	Richardson Highway - MP 202.5 to MP 307 Alaska Highway - MP 1222 to 1422 Tok Cutoff - MP 90 to MP 122 Taylor Highway - MP 0 to MP 160 Top of The World Highway - MP 0 - MP 13.5 All other State roads in Delta Junction, Tok, Northway, Chicken And Eagle
Dalton - Lot 4	Elliott Highway - MP 29 - 161 Dalton Highway - MP 0-419
Tazlina - Lot 5	Richardson Highway - MP 42-202 Glenn Highway - MP 118-189 Tok Road - MP 0 - 92 Edgerton Highway - MP 0-33 McCarthy Road - MP 0-60 Denali Highway - MP 0-60 Lake Louise Road - MP 0-20 Old Edgerton Highway - MP 0-12 Nabesna Road - MP 0-44 Mentasta Road - MP 0-6 All other State roads in the Tazlina Area
Valdez - Lot 6	Richardson Highway - MP 0-42 Dayville Road - MP 0 - 5.8 Whitshed Road - MP 0-6 Copper River Highway - MP 0-50 Orca Road - MP 0-2.2 All other State roads in Valdez and Cordova



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.