



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>Saddle Trail Construction – RQS 190000795</u> Location: <u>Kachemak Bay State Park, Homer, Alaska</u>	Procurement Agency and Address: Department of Natural Resources Support Services Division 550 W 7 th Ave, Suite 1330 Anchorage, AK 99501
Procurement Officer: Jeff Stevenson	Date of Issuance: August 2, 2018
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: The Contractor is required to provide all labor, equipment, and materials necessary to construct the Saddle Trail as described in this IFQ document. This project will begin upon Award and must be completed no later than July 15, 2019. The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input checked="" type="checkbox"/> 10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 ^{1,2} 1. Quotes in excess of \$40,500 may be deemed non-responsive. Davis-Bacon Wages (Title 36.05): will be 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> N/A	
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 2:00 PM local time on August 24, 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>Jeff Stevenson, Procurement Specialist</u> , at: <u>550 W 7th Ave. Suite 1330 Anchorage, Alaska 99501</u> Telephone: <u>(907) 269-0998</u> ; Fax: <u>(907) 269-8909</u> . 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: <u>Quote for Project:</u> Name: <u>Saddle Trail Construction</u> Number: <u>RQS 190000795</u> Attn: <u>Jeff Stevenson</u> <u>Procurement Agency Address:</u> <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 a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have 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 a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote 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 a quote. 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 <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm>.

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 nonresponsive, 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).

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.

02-093 B¹ (Rev. 03-11)

Saddle Trail Construction

Scope of work:

- Provide all personnel and equipment to construct a pedestrian/hiker trail classification 3 - 4 (as stated in the Alaska State Parks Trail Management Handbook), full bench trail in Kachemak Bay State Park. Total Length: Approximately 3500 feet.
- Provide all personnel and equipment to construct two log turnpikes with a walking surface of 42 - 48 inches. Approximately 120 feet.
- Provide all personnel and equipment to construct log cribbed retaining wall(s) to keep prescribed grade as needed.
- Provide all personnel and equipment to construct one switchback or climbing turn.
- Work must be completed by July 15, 2019.

Mobilization and Demobilization:

- Move personnel, equipment, supplies, and incidentals to project site.
- Establish remote facilities as necessary to complete the scope of work.
- Perform other work and operations and pay costs incurred before beginning construction.
- Complete similar demobilization activities.
- Furnish required submittals such as certifications, payroll, civil rights reports, and equipment warranties.
- Clearing may be required for mobilization and demobilization. It is recommended contractors visit the site prior to bidding on the project. All debris from clearing must be dispersed 50 feet from the trail in a manner not to create a pile.
- Contractor must work with the Project Manager to provide ample time (14 days minimum) for public service announcement prior to mobilizing, demobilizing, and any warranted trail closures.

Stump Removal:

- This work involves the removal of stumps located in the intended trail-way by using a chainsaw and/or mechanized equipment to cut out the desired tread dimensions. This includes removing the stump down to the approaching trail tread grade, providing a trail bench width to the prescribed specifications and laying back the remaining stump so it will not interfere with the intended trail users. All saw cuts must be smooth and the saw kerf must be continuous. Multiple saw cuts with irregular surfaces will not be accepted. Sawn out sections must be stashed out of sight.
- Disposal of stumps must be dispersed outside the trail corridor in a manner not to create a pile.

Clearing, Tree and Stobber Removal (Approximately 500 feet):

- Removal of small trees, stumps of dead or felled trees and stobs of large brush within the travel way. Removal includes the root structure of the trees and brush

and the stashing of all debris off the trail corridor out of sight as much as possible. Any tree limbs projecting into the clearing limits will be severed at their axis and no stobs will be permitted. (Refer to clearing and grubbing drawings in the specification diagrams.)

- Clearing width: 7 feet.
- Clearing height: 8 feet.
- During tree felling operations, contractor will post signage on both ends of portion of trail that is used by public and post individuals to stop foot traffic when necessary.

Trail Tread Construction Full Bench (Approximately 3500 feet):

- Can be done with hand crews or mechanized equipment or a combination of both
- Removal of the duff and organics off the trail-way to below the fill slope. The trail bench must be excavated into the hillslope and be comprised solely of native soils (full bench) and no fill material will be used to develop the trail bench. Hand crews and/or equipment must fully excavate the trail bench, lay the cut-bank back to its angle of repose and remove or side-cast any soils forming a berm on the outside edge of the trail. The trail bench must be cut to the proper width, linear grade and cross slope without using loose soils to fill low areas or depressions. The finishing of the trail tread includes shaping and compacting the trail's tread, cut-bank and fill slope. Finished trail tread must be mineral soil, free of organics, smooth, compacted and without rock/root protrusions. (Refer to trail reconstruction and reroute drawings in the specification diagrams).
- Tread width: 42 - 48 inches.
- Cross slope/Out-slope: >3% and <7%.
- Backslope must be at an angle of repose of 45 degrees from tread surface or as to inhibit sloughing of finished cut bank.
- Overburden must be casted downslope in a manner to allow sheeting of water to cross the constructed tread and flow off and away from the trail downslope
- Remove and/or cut subgrade all protruding roots from the trail-bed.
- Remove loose rock more than 1-inch in dimension.
- Remove or reduce embedded rock that protrudes more than 2 inches above the trail-bed.
- Silt fencing must be installed along portions of the alignment located above/near flowing water and/or low lying seasonal wet areas.
- Approximately 3000 feet has the duff and organic materials removed.

Turnpike Construction (Approximately 100 feet):

- When installing logs, a trench must be excavated to provide a bed or footing for the log. In addition, these logs must be tied together with heavy 12-gauge galvanized wire, minimum, to prevent them from spreading. If more than one length of log is required to frame in the turnpike the logs must be joined together with a lap joint. The joint and logs must be pinned with a length of rebar and must penetrate a minimum of 2 feet into native ground. The diameter of the hole must be 1/16 of an inch less than the diameter of rebar used pinning the log. A

layer of woven geotextile fabric must be laid down between the logs to separate fill material from the parent soils. In areas of apparent water movement, active or inactive, rocks must be laid under the geotextile to allow water to pass through. The backfill must be comprised of crushed rock and/or mineral soil. This material must be placed and compacted. The final surface is crowned 1 inch above retainers to prevent water from accumulating on the trail. Finished trail tread must be smooth and compacted. (Refer to log turnpike drawings in the specification diagrams.)

- Retainers must be peeled logs, minimum of 8 inches in diameter and set maximum 1/3 diameter subgrade and placed 48 inches apart from mid log.
- Retainer logs must be pinned to native ground at every lap joint and a maximum of every 48 inches.
- Minimum diameter of rebar: ½ inch.
- Minimum gauge of galvanized wire: 12-gauge.
- Galvanized wire must be tightened to prevent spreading, spaced every 48 inches and offset from rebar spacing.
- Geotextile fabric must separate the native ground and/or laid rocks from the fill.
- Fill must be compacted native soil or better, crowned minimum of 1 inch above retainers.
- Rebar will be supplied by Kachemak Bay State Park (KBSP).

Climbing Turn Construction:

- The construction of climbing turns includes the excavation of the designed trail bench, upper leg transition, upper leg drainage, corner drainage, turn, turn transition and lower leg drainage. Includes shaping the trail tread, cut-bank and fill slope. Finished trail tread must be mineral soil, free of organics, smooth, compacted and without rock/root protrusions. (Refer to climbing turn construction drawings in the specification diagrams).
- Tread width: 42 - 48 inches.
- Cross slope/Out-slope: >3% and <7%.
- Backslope must be at an angle of repose of 45 degrees from tread surface or as to inhibit sloughing of finished cut bank.

Switchback Construction:

- The construction of a switchback includes the excavation of the designed trail bench, upper leg transition, upper leg drainage, corner drainage, turn, turn transition and lower leg drainage. It also includes shaping the trail tread, cut-bank and fill slope. Finished trail tread must be mineral soil, free of organics, smooth, compacted and without rock/root protrusions and concave depressions that can trap water. (Refer to switchback construction drawings in the specification diagrams).
- Tread width: 42 - 48 inches.
- Cross slope/Out-slope: >3% and <7%.

- Backslope must be at an angle of repose of 45 degrees from tread surface or as to inhibit sloughing of finished cut bank.
- Turning radius: 24 - 30 inches.

Log Cribbed Retaining Wall Construction:

- A footing or trench must be excavated to contain the log. The elevation of the bottom of the trench must be set so that the top of the wall when completed will be lower than the inside hinge of the trail. The depth of the trench must be a minimum of one third of the height of the log being placed into it. Logs are placed into the trench and secured by pinning them with rebar. The holes for the rebar (a minimum of two per log) are drilled prior to setting the logs in the trench. The diameter of the hole must be 1/16 of an inch less than the rebar used in pinning the log. The rebar must be long enough to penetrate a minimum of 2 feet into the ground beyond the bottom of the log. Each successive wall course must consist of cross members (anchor log) and face log. Logs to be notched 1/4 - 1/3 log diameter. Cross members/anchor logs must be installed at a 10% downward angle. Cross members/anchor logs must not be spaced greater than 8 feet apart horizontally. Cross members/anchor logs must also be installed so they are staggered and not placed directly above the preceding course. All log ends must be keyed into native soil 12 inches minimum. If the existing slope is rock, cross members/anchor logs must be shaped to surface, drilled, and pinned into rock surface. In a manner that the rebar passes through $\frac{3}{4}$ the diameter of the log before entering native rock surface. Minimum hole depth into rock is 6 inches with a hole diameter the same size as the rebar. All courses must be pinned together with rebar, penetrating a minimum of three logs each, unless otherwise specified. Once the logs are pinned, geotextile fabric must be installed on the inside of the wall and the back of the wall must be backfilled with a combination rock and soil. Finished trail tread must be mineral soil, free of organics, smooth, compacted and without rock/root protrusions. (Refer to log crib retaining wall drawings).
- Logs must be minimum 6 inches diameter and peeled before use.
- Rebar must be $\frac{1}{2}$ inch minimum for all pinning purposes.
- Tread width: 42 – 48 inches.
- Cross slope/Out-slope: >3% and <7%.
- Backslope must be at an angle of repose of 45 degrees from tread surface or as to inhibit sloughing of finished cut bank.

Location and Logistics:

- Saddle Trail is located approximately 10 miles from the Homer Small Boat Harbor and is accessed by boat and walking via the Saddle Trailhead and Trail, or from Glacier Spit Trailhead and the Glacier Lake Trail.
 - Via Saddle Trailhead: 9.5 miles by boat and 1 mile by hiking.
 - Via Glacier Spit Trailhead: 8 miles by boat and 3 miles by hiking.
- All motorized equipment must be brought in and removed via Glacier Spit Trailhead and Glacier Lake Trail.

Site Visit:

- Potential offerors are strongly encouraged to visit the site to evaluate site conditions. 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 scope of work, and terms and conditions of this IFQ.
- Three dates are available to meet the Project Manager on-site:
 - Wednesday, August 8, 2018
 - Friday, August 10, 2018
 - Tuesday, August 14, 2018
- The Project Manager will be on-site from 10:00 am thru 2 pm each date, for registered attendees. To register, contact Eric Clarke at 907-399-2054 at least one business day prior to the scheduled date. For dates that have no registered attendees, the Project Manager will leave the site at 11:00 am.
- The Project Manager is not authorized to answer questions during the site visit/walk-through. All questions must be submitted, in writing, either via email to dnr.ssd.procurement@alaska.gov or via fax to 907-269-8909.

Affiliation:

- Potential contractors must be currently a member in good standing of the Professional TrailBuilders Association (PTBA) or a similar State acceptable organization.

Erosion, Sediment, and Pollution Control**Definitions:**

- Alaska Department of Environmental Conservation (ADEC): State agency authorized by the EPA to administer the Clean Water Act's National Pollutant Discharge Elimination System.
- Best Management Practice (BMP): Temporary structural and non-structural devices, schedules of activity, prohibition of practices, maintenance procedures, and other management practices to prevent or minimize the discharge of pollutants to waters of the United States.
- Clean Water Act (CWA): Federal Water Pollution Control Amendments of 1972, as amended.
- Construction General Permit (CGP): The Alaska Pollutant Discharge Elimination System General Permit for storm water discharges related to construction activity.
- Notice of Intent (NOI): Form to be submitted to ADEC to obtain authorization of coverage under the CGP.
- Storm Water Pollution Prevention Plan (SWPPP): The project's document that identifies potential sources of storm water erosion and/or sedimentation at the construction site, describes the BMPs to reduce or eliminate pollutants erosion and/or sedimentation in storm water discharge, and identifies procedures the permittee will implement to comply with the terms and conditions of this general permit.

- Plan, install, inspect, and maintain control of erosion, sedimentation, water pollution, and hazardous materials contamination in conjunction with park staff.
- Parks will develop a Storm Water Pollution Prevention Plan (SWPPP) and submit it to the Alaska Dept. Of Environmental Conservation (ADEC) for review. Beforehand, the contractor must review and prepare any amendments to the SWPPP based upon scheduling, equipment, and use of alternative best management practices (BMPs) before submittal to ADEC.
- Parks will secure the NOI from ADEC.
- Contractor will keep all hazardous materials in appropriate portable containers for each material.
- Contractor will keep all hazardous materials secured from wildlife by way of electrical fencing and/or lockable rigid lockers.
- Contractor will keep on site the appropriate response materials and amounts to respond to accidental spills of petroleum products and other hazardous materials. Materials include absorbent pads and other approved containment devices.
- Contractor must use approved pollution controls to prevent spills while fueling and maintaining equipment.
- Contractor must submit a basic plan for prevention of pollution from storage, use, containment, clean-up, and disposal of all hazardous materials including petroleum products related to construction activities and equipment.
- Materials: use materials suitable to withstand hydraulic, wind, and soil forces and to control erosion and trap sediments according to the requirements of the CGP and specifications.
 - Silt fencing and stakes. Provided by KBSP.

Construction Requirements:

- Comply with the requirements of the Clean Water Act (CWA).
- Post notices, SWPPP at publicly accessible locations near the beginning and end of the project area. Protect Postings from weather and locate so the public can read them without obstructing construction activity. Included is the name and phone of the contractor. This may be done in conjunction with park staff.
- Install erosion and sediment controls identified in the SWPPP and before beginning construction activity that may result in land disturbance.
- Keep updated SWPPP on site with contractor name and phone number.
- Comply with requirements of all state and federal regulations that pertain to handling, storage, cleanup, and disposal of petroleum products and other hazardous substances.
- Perform fueling operation in a safe and environmentally responsible manner. Place absorbent pads under fill ports while fueling and under equipment during maintenance or repair. Install secondary containment under all stationary equipment that contains petroleum products.
- All mechanized equipment must be washed of any and all dirt from the wheels, tracks, buckets, blades, undercarriage and all other places where soil/dirt

accumulates before entering the park to minimize and mitigate the introduction of invasive species.

- Comply with the requirements of 18 AAC 75 and AS 46, oil and hazardous substances pollution control. Report petroleum product spills as required by federal, state and local law.
- Comply with the requirements of 18 AAC 70 State of Alaska, Water Quality Standards, AS 41.14.870 Protection of Fish and Game Section of the CWA and all other applicable federal, state, and local statute and regulations.
- Comply with all Kachemak Bay State Park Regulations.
- Maintain all erosion and sediment control measures in effective operating conditions. Remove sediment and debris from silt fences before sediment or debris accumulates to 50% of the BMPs design capacity.
- Implement corrective actions as soon as possible and before the next storm event whenever practicable. If impracticable, the situation must be documented and alternative BMPs must be implemented as soon as possible.

Failure to Perform Work:

- The Project Manager has the authority to suspend work and withhold monies for an incident that may endanger health or the environment. If the suspension is to protect workers, the public or the environment from immediate harm, the project manager may orally order the suspension of work. Following an oral order of suspension, the project manager will promptly give written notice of the suspension. In other circumstances the project manager will give the contractor written notice of suspension before suspension of work. Notice of Suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions.
- If the contractor fails to take the corrective action within the specified time, the Project Manager may:
 - Suspend work until the corrective action is completed;
 - Withhold monies due the Contractor until corrective action is completed;
 - Assess damages or equitable adjustments against the contract amount; and
 - Employ others to perform the corrective action and deduct the cost from the contract amount.
- Reasons for the Project Manager to take action under this section include, but not limited to, the contractors failure to:
 - Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP and applicable local, state and federal requirements
 - Meet requirements of permits, laws, and regulations related to erosion, sediment, or pollution control
- No additional contract time or additional compensation will be allowed due to delays caused by the Project Manager suspension of work under this subsection.

Supplemental Conditions

Construction Limitations:

- Intent is to construct this project without disturbing the land outside the project limits. Equipment, materials, and manpower will not be allowed outside the project limits. The only exceptions are for initial mobilization and demobilization of equipment and materials, and movement of equipment to and from selected staging area.
- Areas in and around the work site are considered valuable and therefore special attention must be given to all construction activities
- Special attention must be given to the general public and access to the original trail alignment until the contractor has completed the prescribed work.
- All individual mechanized equipment must be less than 48 inches wide, 96 inches tall, with a gross operating tonnage less than 10,000 pounds.

Source of Supply and Quality Requirements:

- Materials used on the work must meet all quality requirements of the contract
- Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or name of a specific supplier, the naming is intended to establish the type, function, and quality required.

Permits:

- The following permits and or documents have been processed on the contractor's behalf;
 - Storm Water Pollution Prevention Plan (SWPPP).
 - Notice of Intent (NOI) for Construction General Permit (CGP).
 - Approval of the Environmental Review Checklist for the Recreational Trails Program Grant # 1079811200. Check list includes contact with the following agencies:
 - US Fish and Wildlife Service.
 - Alaska Office of History and Archeology (OHA).
 - Alaska Department of Fish and Game, Habitat Division.
 - US Corp of Army Engineers.
 - Alaska Department of Environmental Conservation (ADEC), Water Quality, Storm Water, and Hazardous Waste Contaminated Sites Database.
 - Kenai Peninsula Borough Floodplain Administrator.

Liquidated Damages:

- For each calendar day that the work remains incomplete after the expiration of the contract time, the sum of \$200.00 will be deducted from any monies due the contractor. If no money is due the contractor, the State will have the right to recover said sum from the contractor, the surety or both. The amount of these deductions is to cover the estimated expenses incurred by the State as a result of the Contractors failure to complete the work within the time specified.

Sanitary, Health, and Safety Provisions:

- The contractor must provide and maintain clean and sanitary accommodations for employees that meet federal, state, local and specific park regulations. A camp-site utilized by previous trail crews working on this project at the junction of Glacier Lake Trail and the Saddle Trail is available. The contractor may use this site for the duration of the project.
- All food must be kept in bear proof containers.
- All garbage must be kept in bear proof containers.
- All gas and oil must be stored in bear proof containers.
- A minimum of 200-foot separation from kitchen/storage area and sleeping area must be maintained.
- All human waste must be contained in a dug latrine that will be filled at project completion, by the contractor. Human waste must be buried no less than 8 inches below grade.
- All garbage must be removed anytime contractor returns to Homer for longer than 24 hours.
- Contractor must install electrical bear fencing around kitchen/storage area within the park.

Project Schedule: The project may begin upon award and must be completed no later than July 15, 2019.

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

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 Officer has full authority to alter, amend, or change a contract resulting from this solicitation.

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

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 State's 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.

Termination for Default: If the State 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.

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 State Project Manager 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.

Payment of Work: Complete payment will be made 1) upon completion of the project to the satisfaction of the State Project Manager 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:

Department of Natural Resources
Division of Parks and Outdoor Recreation
PO Box 1247
Soldotna, AK 99669
Attn: Eric Clarke

Subcontractors: A list of subcontractors must be provided along with quote.

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

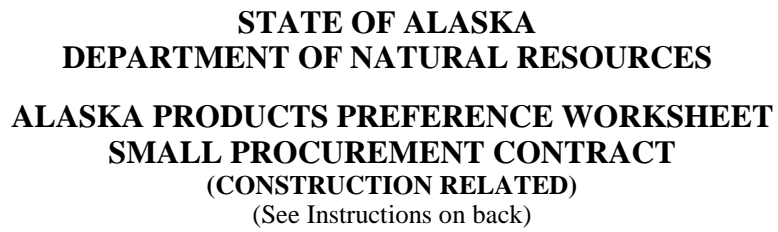
contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>.

Attachments:

Trail Drawings

Saddle Trail Bid Maps

Hyperlink to the [Alaska State Parks Trail Management Handbook](#) located on the State's website.



Procurement Agency: DNR/DPOR Contractor: _____

Form SPC-007



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

ALASKA PRODUCTS PREFERENCE WORKSHEET
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

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. The products listed by the Bidder or Offeror on this worksheet must be selected for the referenced project from the Alaska Products Preference program as of the date specified for bid opening or the proposal due date in order to be considered for the Alaska Products preference. A product with an expired certification as of the date specified for bid opening or the proposal due date will not be considered for the Alaska Products preference. In addition, and in accordance with the program the products must be specified for use on the project. The listing of certified products is available from <http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx>.

A. General. The Procurement Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Offeror's entries must conform to the requirements covering quote 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 QUOTES

- (1) Enter project number and name, the words "Basic Quote" and the CONTRACTOR's name in the heading of each page as provided.
- (2) The Offeror 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 Offeror 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 Quote" enter:
 - the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT,"
 - company name of the Alaska producer under the heading "MANUFACTURER", and
 - 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 quote products. If the listing exceeds one page enter the words "Page # __SUB" in front of the word "TOTAL" and on the first entry line of the following pages, enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE."
- (6) On the final page of the listing, enter "BASIC QUOTE 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 Quote Preference. Enter this amount on the final page of the worksheet. (Note: When solicitations require written quotes this amount should also be entered on line "C" of the Basic Quote Schedule.) Submit worksheet(s) with the Quote Schedule.

C. Form Completion - ALTERNATE QUOTES

- (1) Enter project number and name, the words "ALTERNATE QUOTE # ____", and CONTRACTOR's name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE QUOTE # ____", and repeat procedures 2 through 5 under part B these Offeror's instructions, except that references to "Basic Quote" shall be replaced with the words "Alternate Quote # ____."
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE QUOTE # ____ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Determine the subtotal amount 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 Quote" listing that would be deleted or reduced from the Project should the "Alternate Quote" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Prehung doors by Alaska Door Co.," in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, 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 quote, and if under the basic quote the Offeror received a preference on his basic quote 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 quote 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 quote 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 QUOTE __ SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Determine the subtotal amount by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE QUOTE # ____ PREFERENCE GRAND" immediately before the word "TOTAL."
- (8) Compute a Grand Total for the Alternate Quote 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 quotes this amount should also be entered on line "C" of the Alternate Quote Schedule.) Submit separate worksheet(s) with each Alternate Quote.



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

<p>Project Name & No.: <u>Saddle Trail Construction – RQS</u> <u>190000795</u></p> <p>Location: <u>Kachemak Bay State Park, Homer, Alaska</u></p>	<p>Procurement Agency and Address: Department of Natural Resources Support Services Division 550 W 7th Ave, Suite 1330 Anchorage, AK 99501</p>
<p>Procurement Officer: <u>Jeff Stevenson, Procurement Specialist</u></p>	<p>Date of Issuance: August 2, 2018 Bid is Due: August 24, 2018</p>
<p>QUOTE: Offerors must read all attachments to this schedule.</p> <p>1. Bid to construct project “Saddle Trail Construction” as described herein:</p> <p style="margin-left: 40px;">Total Cost: \$ _____</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for this project. 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 Manager.</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) <input type="checkbox"/> Alaska Veteran Preference (SPC-007)</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