



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>WRG: Bennett St. and Airport Rd.-</u>		Procurement Agency and Address:	
<u>Drilling Services; SFHWY00067/0943026</u>		<u>State of Alaska, DOT&PF</u>	
Location: <u>Wrangell, AK</u>		<u>6860 Glacier Hwy., Juneau, AK 99801-7999</u>	
		<u>OR Box 112506, Juneau, AK 99811-2506</u>	
Procurement Officer:		Date of Issuance: <u>01/19/2017</u>	
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: <u>Funding Source: Federal</u>			
See Attached Scope of Work			
Completion date for this work is <u>03/01/2017</u> .			
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,000 - \$200,000 ^{1,2,3}			
1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any project in excess of \$100,000 must be bonded. 3. Limit for FAA & FTA funded contracts is \$100,000. Limit for FHWA funded contract is \$150,000. State Funded contract limit is \$200,000.			
Davis-Bacon Wages (Title 36.05): are <input type="checkbox"/> are not <input checked="" type="checkbox"/> 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> Any project in excess of \$100,000 must be bonded.			
The undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. (See Payment Bond SPC-005 and Performance Bond SPC-006 forms.)			
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 <u>2:00 PM</u> local time on the <u>24th</u> day of <u>January</u> , <u>2017</u> . Late quotes cannot 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>Mitch McDonald, Engineering Geologist</u> , at: <u>6860 Glacier Highway, Juneau, AK 99801</u>			
E-Mail: <u>mitch.mcdonald@alaska.gov</u> , Telephone: <u>(907) 465-4454</u> ; Fax: <u>(907) 465-4238</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, e-mailed, 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>		<u>Procurement Agency Address:</u>	
Name: <u>WRG: Bennett St. and Airport Rd.- Drilling Services</u>		<u>State of Alaska, DOT&PF</u>	
Number: <u>SFHWY00067/0943026</u>		<u>6860 Glacier Hwy.</u>	
Attn: <u>Vanda Randolph, Contracts Officer</u>		<u>Juneau, AK 99801-7999</u>	
Fax: <u>(907) 465-4238</u>		E-Mail: <u>jeff.jenkins@alaska.gov</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 TRANSPORTATION AND PUBLIC FACILITIES

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(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).

3. INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts:

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.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.:		<u>WRG: Bennett St. and Airport Rd.-</u> <u>Drilling Services;</u> <u>SFHWHY00067/0943026</u>	Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u> <u>Juneau, AK 99801-7999</u> <u>OR Box 112506</u> <u>Juneau, AK 99811-2506</u>
Location:	<u>Wrangell, AK</u>		
Procurement Officer: Michael J. Coffey			Date of Issuance: 01/19/2017 Bid is Due: January 24, 2017; 2:00 PM
QUOTE: Offerors must read all attachments to this schedule. Complete Attached Bid Schedule I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number SFHWHY00067/0943026 . 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 Procurement Officer. Contractor _____ Contractor Reg. No. _____ Authorized Signature _____ Title _____ Address _____ E-Mail _____ Business License # _____ EIN or SSN _____ Phone # _____ Alaska Bidder and Product Preferences are not applicable to Federally funded projects.			
..... Procurement Officer: _____ Date of Receipt of Bid: _____			

Offeror to Complete this Portion

SCOPE OF WORK

Description of Work

Alaska DOT&PF is reconstructing 1.5 miles of roadway along Bennett Street and Airport Road in Wrangell, Alaska. DOT&PF is requesting drilling services to assist with the geotechnical investigation for this project.

Drilling Services Requested

1. Mob / Demob all equipment and crew to perform the required drilling
2. Mob / Demob all equipment and crew to provide traffic control (including approved plans)
3. Drill approximately 13 borings with depths varying between 4' and 15'
4. Sampling via a combination of direct push and SPT in each boring
5. Confirm bedrock when encountered
6. Backfill and patch all borings
7. At the field geologist's request, install up to four 10-foot deep wells

Proposed Drilling Program

1. Proposed fieldwork start date is **Jan 30, 2017**. Contractor shall coordinate start date for work with DOWL representative. DOWL contact is Keri Nutter, phone number is 907.562.2000.
2. The normal work schedule will be **10 hours per day 7-days per week**.
3. Consultant geologist from DOWL will clear utilities, supervise the drilling operations, and log the test holes.
4. DOT&PF will obtain permits and ROW access.
5. All borings will be drilled through the existing asphalt paved roadway.
6. We are planning to drill **13 borings with anticipated depths between 4 and 15 feet**. Some test holes may be extended as much as 10 feet below this depth dependent upon encountered soil conditions.
7. At the direction of the field geologist, the drilling Contractor will install basic wells using 2" diameter, 0.04-0.06 slotted pvc screen, and coarse sand backfill. Standard well monuments are not required and the well may be completed by cutting it off 3" below the pavement surface, fitted with a tight PVC cap and covered with well-compacted cold patch.
8. Non-well borings will be backfilled with cuttings. All excess cuttings must be removed and disposed off-site.
9. Shallow bedrock is anticipated in several of the borings. All borings will be terminated once bedrock is confirmed. The Contractor will provide a method of confirming bedrock. Note that core recovery is not required and other methods such as augering and percussion drilling are acceptable.
10. Soil samples will be taken at from **0-4' continuously using SPT and at 5' intervals and soil type changes thereafter** as required by the DOWL geologist. When soft organic soils are encountered the field geologist may request direct push be used to collect continuous samples.

Drilling Conditions

1. Drilling will be done in the paved roadway starting at the intersection of Bennett Street and Zimovia Highway and continuing out to the Wrangell Airport Terminal parking lot, approximately 1.5 miles (see attached drawing).
2. Based on drilling done in 1968, the soils will consist of medium dense sands and gravels, firm silts, peat, and bedrock typically less than 20 feet deep. Groundwater will be encountered in most borings.

Mechanical Failures

1. **No payment** will be made while work is halted due to mechanical failure of the contractor's equipment.
2. Payment shall resume once drilling operations continue.
3. Standby due to weather or circumstances beyond the control of the contractor will be avoided as much as possible, and be paid at the rate provided.



GEOTECHNICAL EXPLORATION PLAN_DRAFT		
Bennett St & Airport Rd Pavement Resurfacing SFHWY00067 Wrangell Alaska		
	State of Alaska Department of Transportation and Public Facilities Southcoast Region	Sheet 3

Basis of Award (Informational Only)

1. The contract will be awarded to the lowest bidder that satisfies all contract requirements.
2. The low bid amount will be based on the **Basic Bid Subtotal** provided by the contractor in the following table.
3. The **Bid Quantities** outlined in the table below are only estimates used to calculate the **Basic Bid Subtotal**.
4. **The Bid Quantities are not used for the basis of payment.**

Table 1 (Bid Schedule)

PAY ITEM	PAY UNIT	UNIT PRICE	BID QUANTITY	AMOUNT
Mob/Demob Drilling Equipment	Lump Sum	\$	All Required	\$
Daily Rate ¹ Drilling	Daily	\$	3 Days	\$
Mob/Demob Traffic Control	Lump Sum	\$	All Required	\$
Daily Rate ¹ Traffic Control	Daily	\$	3 Days	\$
Standby Rate	Hour	\$	8 Hours	\$
Backfill/Cold Patch	Each	\$	13 Borings	\$
PVC Well Installation	Each	\$	4 - 10' Wells	\$

Basic Bid: \$ _____

Notes: 1 The Daily Rate shall be based on a 10 hr. drilling day.

Basis of Payment (Informational Only)

1. The **Payment Quantity** is defined as the **actual quantities worked**, at the specified Unit Price, to complete the required work.
2. **The amount paid to the contractor will be based upon the Unit Price and the Payment Quantity.**
3. The Unit Price in Table 2 will be taken from the amount provided in the previous table (Table 1).
4. The Payment Quantity will be determined at the completion of all work.

Table 2 (Payment Schedule)

PAY ITEM	P AY UNIT	UNIT PRICE	PAYMENT QUANTITY	AMOUNT
Mob/Demob Drilling Equipment	Lump Sum	\$		\$
Daily Rate ¹ Drilling	Daily	\$		\$
Mob/Demob Traffic Control	Lump Sum	\$		\$
Daily Rate ¹ Traffic Control	Daily	\$		\$
Standby Rate	Hour	\$		\$
Backfill/Cold Patch	Each	\$		\$
PVC Well Installation	Each	\$		\$

Payment Total: \$ _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

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

[per AS 36.30.320]

Project Name & No.:	WRG: Bennett St. and Airport Rd.- Drilling Services; SFHWY00067/0943026	Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u> <u>Juneau, AK 99801-7999</u> <u>OR Box 112506</u> <u>Juneau, AK 99811-2506</u>
Location:	Wrangell, AK	
Procurement Officer's Signature:		Date of Issuance:

TO: _____ _____ _____	FOR: Work related to Basic Bid of: <u>WRG: Bennett St. and Airport Rd.- Drilling Services;</u> <u>SFHWY00067/0943026</u> , including the basic quote and alternate quote item(s): _____ _____ _____	The Contractor Must Submit: Insurance* <input type="checkbox"/> Bonding* <input type="checkbox"/> Certified Wages* <input type="checkbox"/> Department of Labor (Notice of Work)* <input type="checkbox"/> Subcontractor List* <input type="checkbox"/> * Comments as applicable: _____
.....		
<p>Your quote in the amount of _____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the <i>Small Procurement Quote Submittal</i> (Form SPC-002), which are a part of this Contract.</p> <p>The Contractor must sign, date, and return this document to the <i>procurement</i> address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</p> <p>Contractor's Signature of Contract Award Acceptance: _____ Date : _____</p>		
NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000		
<p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), <u>a copy</u> of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.</p>		



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

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

GENERAL CONDITIONS
[Construction Procurement under AS 36.30.320]

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

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

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

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

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

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

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

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.



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

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

[per AS 36.30.320]

<div>Project Name & No.: <u>WRG: Bennett St. and Airport Rd.-</u> <div style="display: flex; justify-content: space-between;"><u>Drilling</u><u>Services:</u></div><div><u>SFHWHY00067/0943026</u></div></div> <div>Location: <u>Wrangell, AK</u> _____ _____</div>	<div>Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u> <u>Juneau, AK 99801-7999</u> _____ _____</div> <div>Procurement Officer's Signature: _____</div> <div>Date of Issuance: _____</div>
---	--

TO:

.....

You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within 10 calendar days following the date of signature by the Procurement Officer, shown above (i.e., the effective date of the Contract) and all Work of the

Contract must be complete on or before March, 01, 2017

Contractor's Signature of Acknowledgment: _____

Date : _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

WRG: Bennett St. and Airport Rd.- Drilling Services; SFHWY00067/0943026

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.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of 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 greater than 1/2 of 1% of the contract amount.

☐ or
Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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's 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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal,
and _____ of _____, as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____
Dollars (\$ _____), good and lawful money of the United States of America
for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs,
successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the
_____ of _____ A.D., 2017, for the construction of WRG: Bennett St. and Airport Rd.- Drilling
Services; SFHWY00067/0943026 said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall comply
with all requirements of law and pay, as they become due, all just claims for labor performed and materials
and supplies furnished upon or for the work under said contract, whether said labor be performed and said
materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized
modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force
and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 2017.

Principal: _____

Address: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Procurement Agency Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Department of Transportation & Public Facilities (DOT&PF) Chief Contracts Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety, the amount of the obligation shall be entered in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the procurement Agency Representative.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal,
and _____ of _____, as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____
_____ Dollars (\$_____), good and lawful money of the United States of America
for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs,
successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the
_____ of _____ A.D., 2017, for the construction of WRG: Bennett St. and Airport Rd.-
Drilling Services; SFHWY00067/0943026, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall well
and truly perform and complete all obligations and work under said contract and if the Principal shall
reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which
exceed the final payment determined to be due upon completion of the project, then these presents shall
become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 2017.

Principal: _____

Address: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Procurement Agency Authorized Representative

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Department of Transportation & Public Facilities (DOT&PF) Chief Contracts Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the procurement Agency Representative.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.