

FAX TRANSMITTAL

ADDENDUM TO THE CONTRACT DOCUMENTS	Page Number 1	No. of Pages 8
Addendum No. Two	Date Addendum Issued: March 31, 2020	
Issuing Office Alaska State Parks, Design & Construction Section 550 West 7 th Ave., Suite 1340; Anchorage, Alaska 99501 Phone: 269-8731 Fax: 269-8917	Previous Addenda Issued Addendum No. 1 w-Attachments	
Project: Clearwater SRS Boat Ramp Replacement Project No.: 71008-1	Date and Hour of Quotes Due Tuesday, April 7, 2020 at 2:00 P.M. (Local Time)	

NOTICE TO BIDDERS

Bidder must acknowledge receipt of this addendum prior to the hour and date set for the quotes being due by one of the following methods:

- (a) By acknowledging receipt of this addendum on the quote submitted.
- (b) By telegram or telefacsimile which includes a reference to the project and addendum number.

The bid documents require acknowledgment individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any quote received without acknowledgment of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a quote already submitted, such modification may be made by telegram or telefacsimile provided such a telegram or telefacsimile makes reference to this addendum and is received prior to the opening hour and date specified above.

The Bid Documents are modified as follows:

The project completion date has been revised to August 29, 2020. Please replace the Invitation to Bid Form (25D-07DNR) with the updated Invitation to Bid Form (25D-07DNR).
(Reference Addendum No. 2 – Attachment A)

The project completion date has been revised to August 29, 2020. Please replace the Bid Form (25D-09DNR) with the updated Bid Form (25D-09DNR).
(Reference Addendum No. 2 – Attachment B)

The project completion date has been revised to August 29, 2020. Please replace the Construction Contract Form (25D-10HDNR) with the updated Construction Contract Form (25D-10HDNR).
(Reference Addendum No. 2 – Attachment C)

The Special Provisions are modified as follows:

On Page 6 of the Special Provisions please delete the following “April 13, 2020” and replace with the updated Notice to Proceed date of “August 10, 2020”.
(Reference Addendum No. 2 – Attachment D)

Bidders are required to acknowledge this addendum on the proposal form or by FAX prior to the quotes being due.

Addendum Number Two (2) received.

Name/Title

Date

Firm

END OF ADDENDUM



INVITATION TO BID
for Construction Contract

Date: March 5, 2020

CLEARWATER SRS BOAT RAMP REPLACEMENT, PROJECT NO. 71008-1

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 7th day of April 2020**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at **550 W. 7th Avenue, Suite 1340; Anchorage, AK 99501**, at **2:15 PM**, or as soon thereafter as practicable.

Location of Project: Clearwater SRS; Delta Junction, AK

Contracting Officer: Rys Miranda, P.E.

Issuing Office: DNR, Division of Parks and Outdoor Recreation

State Funded ☐

Federal Aid ☒

Description of Work:

Work under this contract includes removal of approximately 16 existing concrete boat ramp planks and construction of a new concrete boat ramp. Work will also include slope protection for the new ramp using Riprap, Class I material.

Project DBE Utilization Goal: ☐ Race-Neutral, Goal is 0% ☐ Race-Conscious, Goal is 0%

The Engineer's Estimate is: ☐ less than \$100,000 ☐ between \$1,000,000 and \$2,500,000
☒ between \$100,000 and \$250,000 ☐ between \$2,500,000 and \$5,000,000
☐ between \$250,000 and \$500,000 ☐ greater than \$5,000,000
☐ between \$500,000 and \$1,000,000

All work shall be completed in N/A Calendar Days, or by August 29, 2020. The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of **100%** of the contract and a performance bond in the amount of **100%** of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must 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 their bid.

Submission of Bidding Documents

Bidders may submit bidding documents electronically via the Department's approved online bidding service, through the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project:
**Clearwater SRS
Boat Ramp Replacement
Project No. 71008-1**

ATTN:
**DNR, Division of Parks and Outdoor Recreation
550 W. 7th Avenue, Suite 1340
Anchorage, AK 99501**

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: (Contact Staff on Page 2) or fax number: (907) 269-8917.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

The following data may assist a bidder in preparing its bid:

SEE SPECIAL NOTICE TO BIDDERS

A bidder may download project plans and specifications from: <http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm>.
For additional information contact:

Division of Parks and Outdoor Recreation
Design & Construction Section
Phone: (907) 269-8731

If a bidder has a question relating to design features, constructability, quantities, or other technical aspects of the project, it may direct its inquiry to the contact listed below.

A bidder requesting assistance in viewing the project site must make arrangements at least 48 hours in advance.

The point of contact for inquiries for this project is:

Lorett Nabong, P.E.
Project Manager
Email: lorett.nabong@alaska.gov
Phone: (907) 269-8889

A bidder may direct questions concerning bidding procedures and requirements to:

Rys Miranda, P.E.
Chief, Design & Construction
550 W. 7th Ave., Suite 1340
Anchorage AK 99501
E-Mail: rys.miranda@alaska.gov
Phone: (907) 269-8736

Other Information:

Bid results are available approximately 30 minutes after bid opening at
<http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm>



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID FORM

for

CLEARWATER SRS BOAT RAMP REPLACEMENT, PROJECT NO. 71008 -1

Project Name and Number

by

Company Name

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

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF NATURAL RESOURCES:**

In compliance with your Invitation to Bid dated March 5, 2020, 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 Delta Junction, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 2 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, and to complete the work within N/A calendar days, after the effective date of the Notice to Proceed, or by August 29, 2020, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of 100% (of the contract) and Performance Bond in the amount of 100% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

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

Email Address



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONSTRUCTION CONTRACT

CLEARWATER SRS BOAT RAMP REPLACEMENT, PROJECT NO. 71008-1

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 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. *The Alaska Standard Specifications for Highway Construction, 2017 Edition* is incorporated by reference and made a part hereof as if set forth in full. *The Alaska Standard Specifications for Highway Construction* can be downloaded at <http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml>.

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, on or before: August 29, 2020 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 [Per Subsection 108-1.07] _____ dollars (\$ _____) 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.

The bonds given by the Contractor in the sum of **100% of Contract Amount** Payment Bond, and **100% of Contract Amount** Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

Signature of Contracting Officer

Typed Name

Date

SECTION 108

PROSECUTION AND PROGRESS

108-1.01 SUBLETTING OF CONTRACT. Delete paragraph one and replace with the following: The Contractor shall submit a Contractor Self Certification for Subcontractors and Lower Tier Subcontractors, Form 25D-042, before the Contractor or any subcontractor sublets, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract. The Department has authority to review subcontracts and to deny permission to sublet work. The Department may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

Delete paragraph four and replace with the following:

1. The Contractor shall ensure that for all subcontracts (agreements):
 - a. The Department is furnished with one completed Contractor Self certification, Form 25D-042, for each subcontract;
 - b. The required prompt payment provisions of AS 36.90.210, as well as other items listed in Form 25D-042, are included in the subcontracts;
 - c. The subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file certified payrolls with the Engineer and DOLWD for all work performed on the project; and
 - d. Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the Department within 5 calendar days.

(05/02/11)PARKS-Special Provision

108-1.02 NOTICE TO PROCEED. Add the following: The Contractor may request a Limited Notice to Proceed after the Award has been made, to permit him to order long lead materials which would cause delays in project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a Limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

Notice to Proceed will not be issued prior to **August 10, 2020.**

(6/30/98)PARKS-Special Provision

108-1.03 PROSECUTION AND PROGRESS. Replace the last sentence of the first paragraph with the following: Submit the following at the Preconstruction Conference:

SPECIAL PROVISIONS
Clearwater SRS
Boat Ramp Replacement
Project Number 71008-1