



STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

**INVITATION TO BID (ITB)
ITB No. 10-005-23**

**DATE OF ISSUE:
September 20, 2022**

**TITLE:
Sunset Fuel Break Mechanical Treatment**

Important Notice: If you receive this solicitation from the State's Online Public Notice website you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to christopher.brooks@alaska.gov. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov or telephone at 907-269-8666 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Procurement Officer: Chris Brooks
Phone Number: (907)269-8666
Email: christopher.brooks@alaska.gov

TABLE OF CONTENTS

(State Funded)

1. Invitation

INVITATION FOR BIDS 25D-7DNR (06/11)

2. Bid Notices

REQUIRED DOCUMENTS 25D-4DNR (11/10)

3. Forms

SUBCONTRACTOR LIST	25D-5DNR	(10/12)
CONTRACTOR'S QUESTIONNAIRE	25D-8DNR	(11/10)
BID FORM	25D-9DNR	(06/11)
ALASKA PRODUCTS PREFERENCE WORKSHEET	25D-20	(12/19)
ALASKA BIDDER PREFERENCE CERTIFICATION	25D-19	(07/18)
ALASKA VETERAN PREFERENCE CERTIFICATION	25D-17	(07/18)
SCOPE OF WORK/MAPS/LAND USE PERMIT		
BID SCHEDULE		
CONSTRUCTION CONTRACT	25D-10ADNR	(06/11)
PAYMENT BOND	25D-12DNR	(11/10)
PERFORMANCE BOND	25D-13DNR	(11/10)
BID BOND	25D-14DNR	(11/10)
BID MODIFICATION	25D-16DNR	(11/10)

4. APPENDIX B1 INDEMNITY AND INSURANCE

5. State Wage Rates (blue)

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect 10 days before Bid Opening.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES



INVITATION FOR BIDS
for Construction Contract

Date September 20, 2022

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

	Project Name and Number
Location of Project:	Houston and Meadow Lakes, Alaska
Contracting Officer:	Christopher Brooks, DNR Procurement Officer
Issuing Office:	Division of Support Services

State Funded ☒ Federal Aid ☐

Description of Work:

See scope of work section, area maps, and land use permit.

The Engineer's Estimate is:

<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> Between \$1,000,000 and \$2,500,000
<input type="checkbox"/> Between \$100,000 and \$250,000	<input type="checkbox"/> Between \$2,500,000 and \$5,000,000
<input type="checkbox"/> Between \$250,000 and \$500,000	<input type="checkbox"/> Greater than \$5,000,000
<input checked="" type="checkbox"/> Between \$500,000 and \$1,000,000	

All work shall be completed in NA Calendar Days, or by **April 30, 2023**.
Interim Completion dates, if applicable, will be shown in the Special Provisions.

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at 2:00 PM local time, at 550 W. 7th Ave., Suite 1330; Anchorage, AK 99501 on the 11th of October 2022.

SUBMISSION OF BIDS

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE MARKED AS FOLLOWS:

Bid for Project:
Sunset Fuel Break Mechanical Treatment
ITB No. 10-005-23

ATTN:
Procurement Officer
Dept. Natural Resources
550 W. 7th Ave., Suite 1330
Anchorage AK 99501-3564
Phone: (907) 269-8666 / Email: christopher.brooks@alaska.gov

Bids, amendments or withdrawals transmitted by mail must be received at the above specified address no later than 30 minutes prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received at the above specified address prior to the scheduled time of bid opening.

A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) 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

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

See Scope of Work, area maps, and land use permit.

Any questions about bidding procedures, site conditions, or contract requirements must be submitted in writing to the Procurement Officer designated on the Invitation to Bid. Questions must be submitted in sufficient time to get a reply before submitting a bid. No oral responses or other oral statements are binding on the department. Any response to a material question shall be issued by addendum sent to all bidders. Questions submitted within two business days of bid opening may or may not be considered at the department's discretion. If a significant question is asked just prior to bid opening, the department will determine whether the issue raised is significant enough to delay the bid opening and issue an addendum or to proceed with the scheduled bid opening. At increments of time determined by the department, all questions and answers on the project received will be published on the On-line Public Notice Site.

Plans and Specifications may be downloaded from: <https://aws.state.ak.us/OnlinePublicNotices/default.aspx>

For additional information contact:

Chris Brooks, Procurement Officer
Dept. of Natural Resources
550 W. 7th Avenue, Suite 1330
Anchorage, AK 99501-3564
Phone: (907) 269-8666 / Email: christopher.brooks@alaska.gov

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following:

Stephen Nickel, Forester 4
Project Manager
101 Airport Rd
Palmer, AK 99645
Phone: (907) 761-6301 / Email: stephen.nickel@alaska.gov

All questions concerning bidding procedures should be directed to:

Chris Brooks, Procurement Officer
Dept. of Natural Resources
550 West 7th Avenue, Suite 1330
Anchorage, AK 99501
Phone: (907) 269-8666 / Email: christopher.brooks@alaska.gov



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

REQUIRED DOCUMENTS

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

1. **Bid Form (Form 25D-9)**
 2. **Bid Schedule**
 3. **Bid Bond**
 4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification (Form 25D-16)
-

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

1. **Subcontractor List (Form 25D-5)**
-

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

1. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (25D-8)**
5. **Certificate of Insurance**
6. **Work Schedule**



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

SUBCONTRACTOR LIST

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

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 day on the fifth working day after receipt of written or verbal 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 NUMBER	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE SIDE

I hereby certify that the listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of subcontract.

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 NATURAL RESOURCES

CONTRACTOR'S QUESTIONNAIRE

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

Project Name and Number

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?

☐ NO

☐ YES

If YES, explain:

2. Describe any arrangements you have made to finance this work: _____

B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project:

ITEM	QUAN.	MAKE	MODEL	SIZE / CAPACITY	PRESENT MARKET VALUE

2. What percent of the total value of this contract do you intend to subcontract? _____%

3. Do you propose to purchase any equipment for use on this project?

☐ NO ☐ YES If YES, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work?

☐ NO ☐ YES If YES, describe type and quantity:

5. Is your bid based on firm offers for all material necessary for this project?

☐ NO ☐ YES If NO, explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?

☐ NO ☐ YES If YES, explain:

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor

Name & Title of Person Signing

Signature

Date



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID FORM

for

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

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 for Bids dated September 20, 2022, 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, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of one sheet, 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 Natural Resources 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 April 30, 2023, 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

(See Reverse Side for Instructions)

Bid Phase: _____ Bidder: _____

1. This worksheet accurately reports the type and quantity of product(s) that: (a) qualify for application of the Alaska Product Preference under AS 36.30.321 *et seq.* and (b) this bidder will use in performing the advertised project, if awarded the contract; and
2. All listed product(s) are specified for use on the project and will be permanently incorporated; and
3. I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal.

Date

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

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening or the proposal due date. A product with expired certification at the bid opening or proposal due date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible.

The Alaska Product Preference Program List of certified products is available online at:

<https://www.commerce.alaska.gov/web/dkra/AlaskaProductPreferenceProgram.aspx> or may be obtained by contacting Dept. of Commerce & Economic Development Alaska Division of Community and Regional Affairs, Alaska Products Preference Program, 550 W. 7th Ave., Suite 1650, Anchorage AK 99501-3510; Phone: (907) 269-4501 Fax: (907) 269-4563, E-mail: madeinalaska@alaska.gov

BIDDERS INSTRUCTIONS:

A. General. The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

B. Form Completion – BASIC BIDS.

- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
- (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
- (3) For each suitable product submitted under the "Basic Bid" enter:
 - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
 - The company name of the Alaska producer under the heading "Manufacturer", and
 - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
 - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
 - The resulting preference – i.e. the preference percentage times the total declared value amount – under the heading "REDUCTION AMOUNT".
- (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # ___ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
- (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
- (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
- (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.

C. Form Completion – ALTERNATE BIDS.

- (1) Enter project number and name, the words "ALTERNATE BID # ___", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID # ___", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid # ___".
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID # ___ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID ___ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID # ___ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate # ___) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: _____

Bidder/Proposer (company name): _____

Operation of Alaska Bidder Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.990(2), if a bidder is an eligible "Alaska Bidder", the Department will apply a five percent preference to the price of the bidder's proposal.

Instructions regarding Alaska Bidder Preference

A bidder that claims the Alaska Bidder Preference must review and then certify that each statement appearing under the heading "Alaska Bidder Certification" is true. The individual that signs the certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit a signed certification, the Department will not apply the claimed preference.

Alaska Bidder Certification

The bidding entity for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal, and that the foregoing statements are true and correct.

By (signature)

Date

Printed name

Alaska Business License Number

Title:

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

ALASKA VETERAN PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number _____,

Bidder (Contractor) _____

Operation of Alaska Veteran Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a five percent preference to the price of in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

1. an "Alaska Veteran";
2. a "Qualifying Entity"; and
3. an "Alaska Bidder".

Unless a bidder satisfies all three requirements and furnishes corresponding certifications, it is not eligible for the Alaska Veteran Preference. This preference may not exceed \$5,000.

Instructions regarding Alaska Veteran Preference

A bidder that claims the Alaska Veteran Preference must review and complete the "Alaska Veteran Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

Alaska Veteran Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Veteran status. If bidder is a partnership, limited liability company, or corporation, then a majority of partners, members, or shareholders who are Alaska Veterans must sign this Alaska Veteran Certification for the Bidder to be eligible for this preference.)

I hereby represent to the Department that:

I served in the armed forces of the United States, a reserve unit of the United States armed forces, the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

I was separated from service under a condition that was not dishonorable; and

I am Alaska resident in that I am physically present in the State of Alaska with the intent to remain in the State indefinitely and to make a home in the State.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

By (signature)

Date

Printed name

Title

Qualifying Entity Veteran Certification

The bidding entity for which I am the duly authorized representative is a:

(Check the appropriate box)

- ☐ sole proprietorship owned by an Alaska Veteran;
- ☐ partnership under AS 32.06 or AS 32.11 and a majority of the partners are Alaska Veterans;
- ☐ limited liability company organized under AS 10.50 and a majority of the members are Alaska Veterans;
or
- ☐ corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the AKDOT&PF's Bid Express Proposal page.)

SCOPE OF WORK

Sunset Fuel Break Mechanical Treatment

Project # 10-005-23

Project Overview:

The Alaska Division of Forestry and Fire Protection (DOF) is requesting bids from prospective contractors to conduct fuels mitigation work in the Houston and Meadow Lakes area. The Mat-Su/Southwest Area office intends to establish a 6.2-mile-long fuel break on state land north of the Little Susitna River. The intent of this project is to mitigate hazardous fuels by removing dense vegetation and spruce beetle kill along the borders of private property through the mechanical clearing and mulching of vegetation within the project area. For reference, the general alignment of this project can be found here: <https://forestrymaps-soa-dnr.hub.arcgis.com/apps/soa-public-fuel-treatment-app/explore>.

Objectives:

1. Reduce hazardous fuels to increase community safety.
2. Prevent the loss of life and property by reducing hazard fuels and separating values at risk from continuous hazardous fuels.

Project Location and Access:

A GPS track of the centerline for this project will be provided. The contractor is responsible for accurately locating the limits of clearing to achieve the prescribed treatments described in the project specifications section. Note: A portion of this project borders private property, as noted on included maps, and the contractor is expected to ensure that cutting does not occur on private property. If there are any questions by the contractor about the boundary of the project area, it is the sole responsibility of the contractor to notify the Area Forester or Designee to resolve any questions. No trees shall be cut outside the project area for any reason without prior approval by the Area Forester or Designee. The project site is accessed from W Bernie Circle (on Google Maps), also referred to as N Nightfall Street (on Mat-Su Borough Parcel Viewer). From the Parks Highway, go North on Church Road to Schrock Road. Head west on Schrock Road, veering west on West Sunrise Road. Head North on North Sunset Drive. At the junction of North Sunset Drive and West Northland Drive, veer left onto North Nightfall Street/W Bernie Circle. After approximately 1/4 on the left is a gate to access the logging road that will lead to the beginning of the project. The gate is locked, and the selected contractor will be given the access code at the beginning of the project. Access to the beginning of the project is on existing gravel logging roads. Beyond the existing landing at the beginning of the project, access will be via an ATV trail and seismic line. The only allowable access along this project is from the east end of the project area. There are no mid-project access points and there is no access from the west end of

project area. The operator will be responsible for road opening and associated maintenance during the project timeframe (see maps). This access will be available for use with a frost depth of one foot and snow cover of at least six inches. The ATV trail and seismic line is generally very wet in the summer, and therefore operations must be conducted while the ground is frozen and concluded before spring breakup.

Project Details:

- The total length of the mechanical treatment is 6.2 miles. The GPS track of the centerline shall be used as guidance for project alignment. The centerline of the first 3 miles of the project has been flagged, and the last 3.2 miles will be flagged in 2022.
- The project crosses five anadromous streams. Within 100 feet of either side of these streams, mechanical treatments shall be limited to one machine width and crossings shall be made perpendicular to the flow of the stream to minimize the impact to the banks and adjacent vegetation.
- The operational period shall be during winter seasonal dates (September 1st through April 30th) and when there is a frost depth of one foot and snow cover of at least six inches. Work dates may be adjusted or suspended if the frost and snow cover requirements are no longer met.
- The operator will be responsible for road opening and associated maintenance during the project timeframe (see maps).
- The contractor will provide transportation to and from the job site. The equipment required will be clean, in good working condition and inspected by the Area Forester or Designee prior to the beginning of operations.
- Storage of fuel, oils and other hazardous substance is not permitted on this project.
- All contract operations will be completed in accordance with applicable state and federal regulations including a section identified as "Additional Logging Standards" (8 AAC 61.1060) under "O.S.H.A."
- All survey monuments, stakes and boundary markers shall be protected, and contractor shall be responsible for all necessary repairs or surveying required.
- Contractor will submit an operating plan to the Area Forester or Designee for approval prior to beginning. The operating plan will identify all timelines, hours of operation, areas of concern, equipment to be used including weights and capacities, names of personnel working on the project, and contact numbers for operators.
- Contractor will provide equipment and operator(s) capable of performing project work.

Clearing Specifications:

- Clearing will be accomplished with up to two machines, each machine shall meet the following requirements:
 - Equipped with a masticating or mulching head.
 - Maximum width shall not exceed 12 feet.
 - Weigh less than 35,000 pounds.
- Contractor shall clear/mulch/chip/masticate all trees, shrubs, downed timber and undergrowth within the project area to achieve the clearing specifications described below.
- For this contract, there are two mechanical prescription treatments, as follows:
 - Prescription one is to create a 200-foot-wide cleared area. There are approximately 29,430 linear feet (129 acres) of this treatment type.
 - Prescription two applies to the east end of the project, stream corridors and steep terrain. In these areas, create a narrower clearing one machine wide (approximately 10- 15 feet wide). There are approximately 10,120 linear feet (3.5 acres) of this treatment type.
- All woody vegetation within the treatment area will be mulched/chipped/masticated ensuring that:
 - After chipping/mulching/mastication, no individual piece larger than 3 inches remains.
 - The material will be distributed in a manner to keep accumulations to less than 6 inches deep measured from ground level. Some spreading of the chipped material may be required to maintain this depth.
 - Stumps shall be less than 6 inches measured on the uphill side and as horizontal as possible to avoid sharp spikes.
 - Trees shall be felled towards the center of the area to be cleared to avoid damaging residual trees. Remove and dispose of trees unavoidably falling outside the specified limits.
 - Trees and vegetation outside the project area shall remain undamaged by felling and clearing operations.
- The vegetation types in the project area include stands of pure black spruce, mixed spruce, birch/hardwoods, mixed spruce/hardwoods, and open muskeg/shrub lands. The table below provides an estimated acreage of each vegetation type in the project area.

Vegetation	Estimated Acres
Black Spruce	47.1
Black Spruce - Birch	13.6
Muskeg	1.5
Paper Birch	21.3
Shrub	32.4
White Spruce	3.5
White Spruce-Birch	17.1

Table 1. Approximate acreage of the various vegetation types in the project area

Other Special Information:

There are five catalogued anadromous waters identified in the project area and it is imperative that operations minimize adverse effects on fish habitat and water quality. The stipulations in Fish Habitat Permit FH22-IV-0065 dictate allowable activities adjacent to these waters. Mechanical treatments in these areas will be limited to what is needed for equipment to cross the frozen waters, to limit ground disturbance, protect bank stability, limit debris input to the waterway and to protect the filter strip function of vegetation adjacent to the stream. The number of equipment crossings at streams shall be minimized and should occur at right angles wherever feasible.

Contractor work will be augmented by hand treatment by DOF staff in select areas. DOF staff will work in sensitive areas such as within the 100-foot waterbody buffers, and steep terrain where equipment access is difficult. DOF staff may be working in the area simultaneously.

Contractor Responsibilities:

The contractor is responsible for and agrees to the following:

- Coordinate all phases of the contract with the Area Forester or Designee.
- Coordinate startup with the Area Forester once the contract has been awarded. Work may not begin until the ground is adequately frozen and approval is given by the Area Forester.
- Provide quantity and specifications of the equipment to be used on the job including the manufacturer, model, weight, and width.
- All work must be done in accordance with applicable permits including the DNR Land Use Permit LAS 33958, ADF&G Fish Habitat Permit FH22-IV-0065, and stated project specifications.
- Keep erosion potential to a minimum. The Contractor shall use appropriate erosion control methods, as approved by the Area Forester or designee, to prevent impact to existing streams, natural drainage ways, and wetlands.
- No mechanical land clearing activities resulting in soil disturbance or fills in wetlands or waters are permissible. If soils are disturbed, the contractor shall assume responsibility and restore the site to the satisfaction of the Area Forester or designee.
- The bid price must include all costs necessary to complete the job and fulfill the contractual responsibilities as stated in the Scope of Work, including but not limited to: mobilization/demobilization and set-up costs, equipment costs, fuel and maintenance expenses, operator wages, transportation of personnel and equipment to and from the project site, opening winter roads, obtaining all required permits and licenses prior to beginning work, and demobilize and clean-up of work site.
- Adhere to indemnification and insurance requirements in accordance with Appendix B1 during the life of the contract (see attached).

Project Operations:

Project Operations will be conducted using “best management standards” as identified by the Alaska Forest Resources and Practices Regulations. Additionally, project operations will be conducted in a manner that minimizes impact to forest soils, surface waters, and lowland muskegs. Any trails or roads used during the project operations will be maintained to minimize surface erosion. At the conclusion of operations, any existing trails or roads located in the area and used during the project will be left in “as good or better” than preoperational condition. The project area shall remain free of litter, garbage, trash, and other waste at all times.

Equipment:

All equipment will be in good working condition and will be inspected by the Area Forester or Designee prior to the beginning of operations. Equipment shall be clean and free of invasive plant parts and seeds when brought to the project site. The contractor is responsible for all maintenance, repairs and supplies (fuel, oil/grease, gear etc.) on equipment required for operation.

No equipment leaking any hazardous fluids will be allowed on the project. The contractor will have adequate spill response equipment to contain any hazardous spill. The contractor shall immediately notify the Area Forester of any spill and shall report all spills as required by law to DEC. The contractor shall immediately clean up all spills unless directed otherwise by DEC and remove the hazardous material from the project area. No storage of hazardous materials will be allowed on State of Alaska lands.

The contractor shall take care not to damage gravel and or paved surfaces of any roads. The contractor shall complete all repairs to damaged gravel and or paved surfaces at their expense.

General Conditions:

The contractor will provide all labor, maintenance, transportation, and lodging and per diem required for the projects.

Problems and/or Discrepancies: If at any time contract operations do not meet state standards, the problem or discrepancy will be brought to the attention of the Contractor. Upon such notice, the Contractor will take expedient actions to remedy the discrepancy to standards using methods identified by the state. Failure to correct operational problems in a timely manner will result in the immediate termination of the contractor on the project. The state will then determine if any fiscal compensation for work completed is appropriate for payment to the Contractor.

Survey Monuments and Markers:

All Survey monuments and markers shall be protected. The contractor will be responsible for all necessary repairs or required surveying to replace missing or damaged monuments or markers.

Contractor Representative:

During all periods of operation, the Contractor shall have a representative in the contract area authorized to act on his/her behalf in response to notices and instructions given by the Area Forester or Designee regarding performance of this contract.

Contract Scheduling:

Contractor will be requested to submit an operating plan to the Area Forester or Designee for approval prior to operation beginning. The operating plan will identify all timelines, hours of operation, areas of concern, procedures for mitigating potential safety issues, equipment to be used, names of personnel working on the project, and contact numbers. The work schedule under this contract will be 5 days a week, Monday thru Friday. However, the Area Forester or Designee may modify the work schedule as necessary for project operations to include Saturdays and Sundays as necessary.

The work schedule under this contract will be included in the operating plan and approved by the Area Forester or Designee. Normal hours of operation will be no earlier than 7:00 AM to no later than 9:00 PM. **The project schedule will consider the proximity to residential housing and prioritize these locations for normal day time hours during weekdays.**

MINIMUM QUALIFICATIONS

At least two years of production felling and/or R-O-W clearing experience. For purposes of this ITB, felling experience may include work in commercial logging operations, commercial arboriculture, land clearing, or experience cutting and or clearing R-O-W timber within or along power lines and roadways. Bidders will be required to provide to confirm they meet the minimum qualification on the documentation of experience.

Important: Bidder's that do not meet the minimum qualification requirements will be deemed non-responsive to this ITB.

SITE INSPECTION

Bidders are encouraged to visit the work site to evaluate this project and to see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. See attached maps for project location.

PRE-CONSTRUCTION MEETING

A pre-construction meeting will be required before the contractor begins construction services. DOF will coordinate a date and time with the contractor to conduct the pre-construction meeting. The Contractor shall notify the Project Manager ten days before project completion.

METHOD OF AWARD

Contract award will be made on the basis of Basic Bid and availability of funding. Engineer's Estimate for Basic Bid is \$500,000.00.

CONTRACT ADMINISTRATION

Contract administration will be the responsibility of DNR Procurement Officer Chris Brooks or his designated representative. Mr. Brooks may be contacted by phone at (907) 269-8666 or by email at christopher.brooks@alaska.gov. Only the Procurement Officer has full authority to alter, amend, or change a contract resulting from this ITB.

DAY-TO-DAY CONTRACT ADMINISTRATION

Day-to-day contract administration is the responsibility of the Project Manager, Stephen Nickel, or his designated representative. Mr. Nickel may be contacted by phone at (907) 761-6301 or by email at stephen.nickel@alaska.gov. Neither Mr. Nickel nor his designated representative can substantially change or alter a contract resulting from this ITB.

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 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.

SUBCONTRACTORS

A list of subcontractors must be provided along with the bidder's bid.

CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

TERMINATION FOR DEFAULT

If the 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.

PAYMENT OF WORK

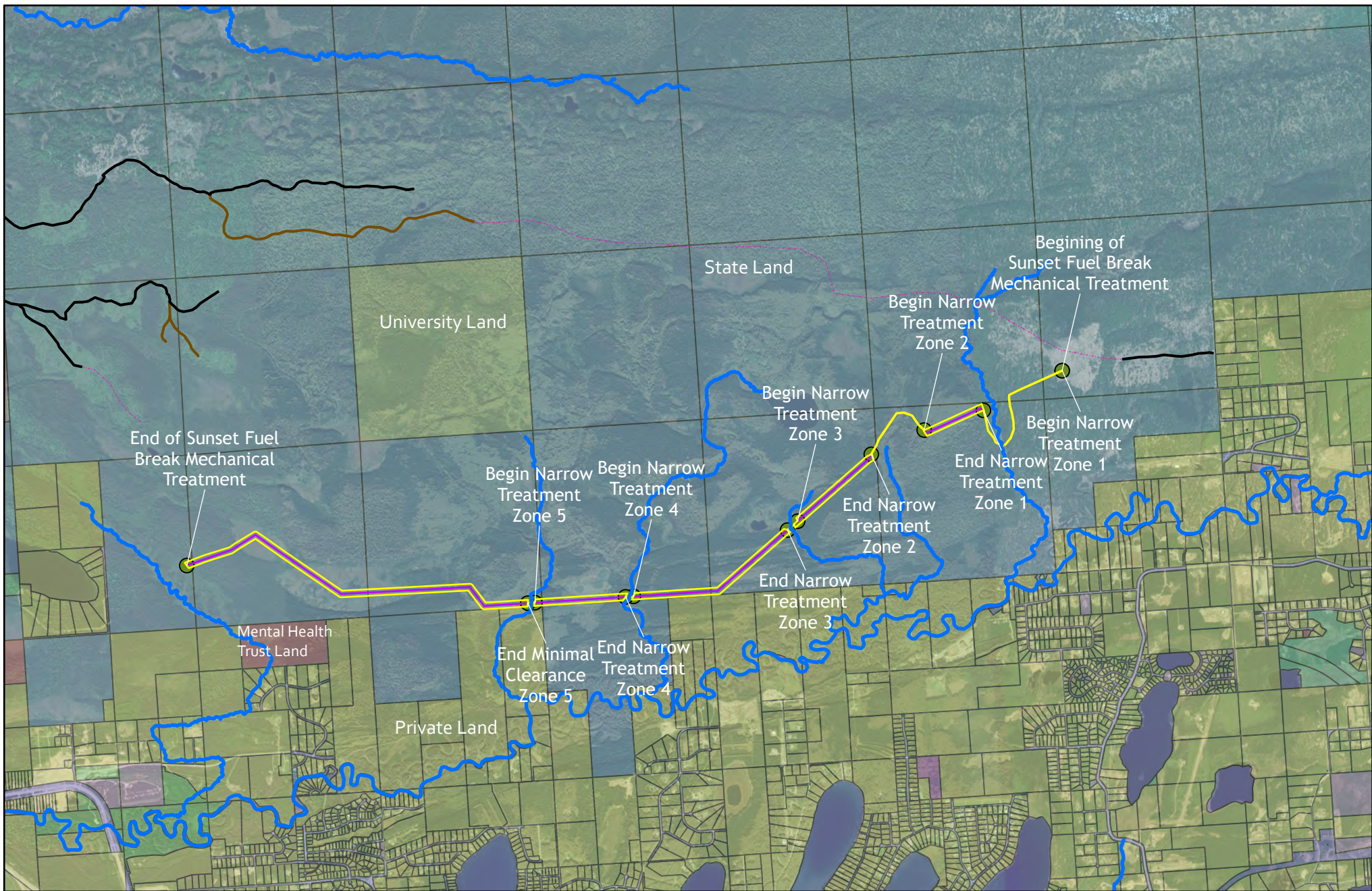
Complete payment will be made 1) upon completion of the project to the satisfaction of the Project Manager 2) upon receipt of the contractor's original, accurate and complete invoice, 3) upon receipt of an approved Notice of Completion from the Department of Labor and Workforce Development and 4) and a Final Completion letter issued by DNR.

Submit Invoices to:

State of Alaska
Department of Natural Resources, DOF
Stephen Nickel, Forester 4
101 Airport Rd
Palmer, Alaska 99645
Email: stephen.nickel@alaska.gov
Phone: (907) 761-6301

PROJECT COMPLETION DEADLINE

Work may begin as soon as weather and frost/snow cover permits and continue as weather allows with all project work completed by no later than April 30, 2023. The contractor is responsible for notifying the Project Manager within 24 hours of any pause in operations. The contractor can request an extension of time from the Project Manager for completion of work, due to unforeseen weather conditions prohibiting work. Any extension for completion of services must be approved in writing by the Procurement Specialist via written change order to the contract and shall not exceed April 30, 2024.



— Anadromous Waters

— Limits of Clearing

— Sunset Fuel Break Center Line

Forestry Roads

— Active

— Inactive

— Proposed

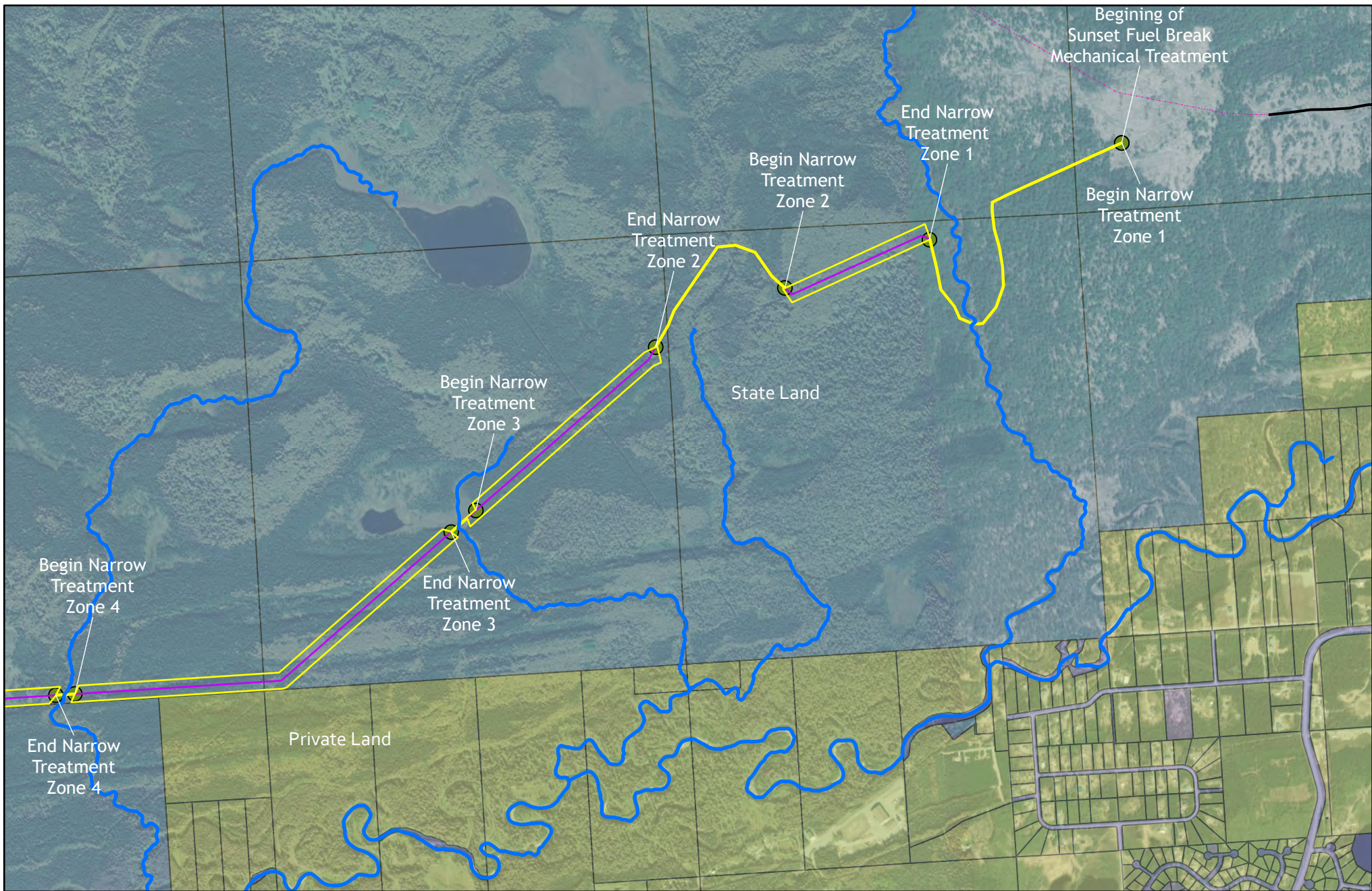


0 0.33 0.65 Miles

Sunset Fuel Break Mechanical Treatments

Alaska Division of Forestry
& Fire Protection
Mat-Su/Southwest Area
S. Nickel

9/8/2022 4:49 PM



— Anadromous Waters

— Limits of Clearing

— Sunset Fuel Break Center Line

Forestry Roads

— Active

— Proposed

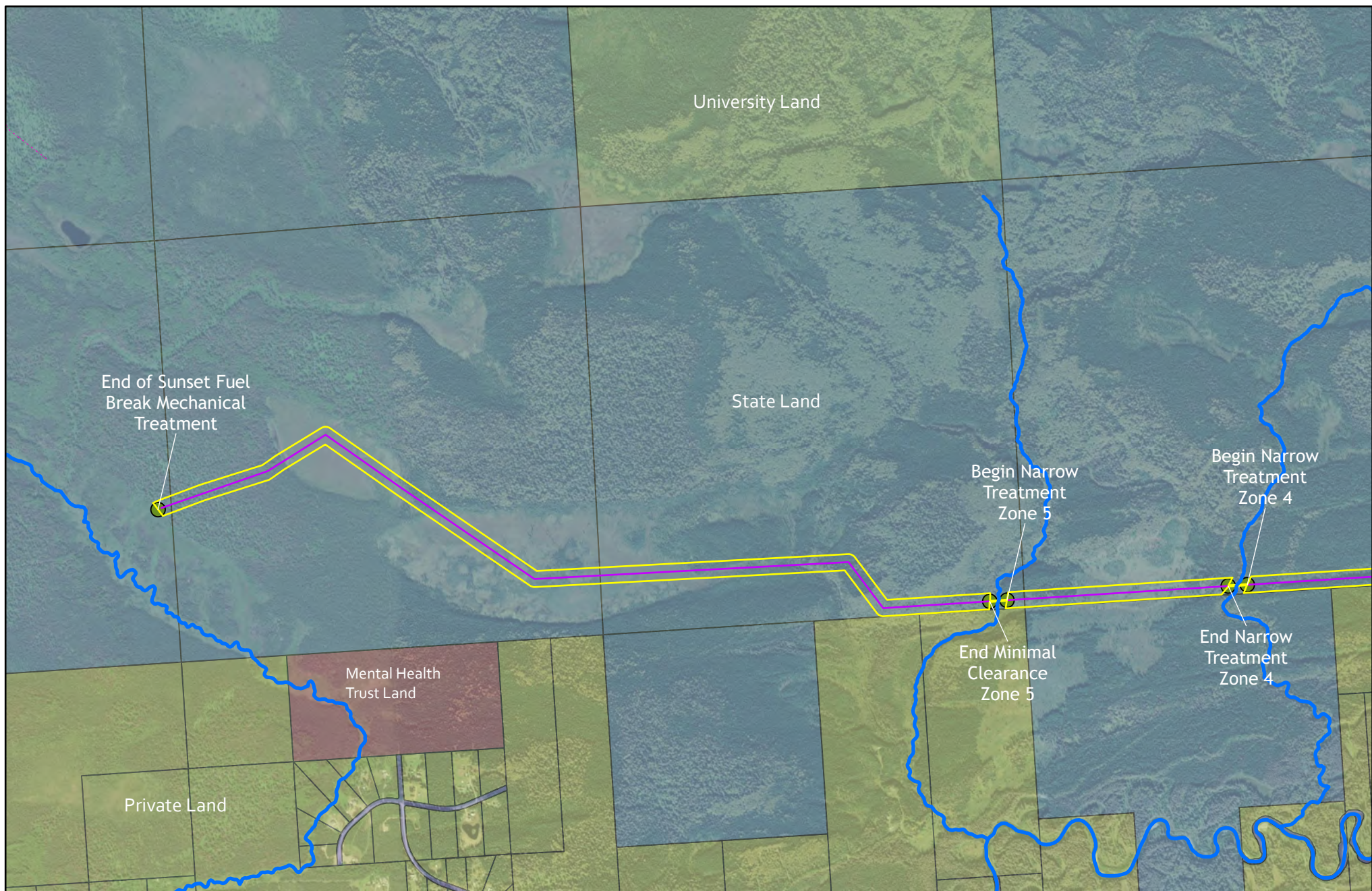


0 0.13 0.25 Miles

Sunset Fuel Break Mechanical Treatments East

Alaska Division of Forestry
& Fire Protection
Mat-Su/Southwest Area
S. Nickel

9/8/2022 4:44 PM



- Anadromous Waters
- Limits of Clearing
- Sunset Fuel Break Center Line
- Forestry Roads
- Proposed



0 0.13 0.25 Miles

Sunset Fuel Break Mechanical Treatments West

Alaska Division of Forestry
& Fire Protection
Mat-Su/Southwest Area
S. Nickel

9/8/2022 4:39 PM



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF MINING, LAND & WATER
Southcentral Regional Land Office

550 W. 7th Ave., Suite 900C
Anchorage, Alaska 99501-3577
Main: (907) 269-8503
TTY: 711 or 880.770.8973
Fax: (907) 269-8913

LAND USE PERMIT AS 38.05.850

PERMIT # LAS 33958

DIVISION OF FORESTRY herein known as the Grantee, is issued this permit from the Department of Natural Resources, herein known as the Grantor, authorizing the use of state land within:

Legal Description:

Sections 9, 10, 16-18 of Township 018 North, Range 002 West, Seward Meridian
Sections 13-15 of Township 018 North, Range 003 West, Seward Meridian

This permit is issued for the purpose of authorizing the following:

The Department of Natural Resources, Division of Mining, Land, and Water, Southcentral Regional Land Office proposes to issue a permit through April 30th, 2025 for the winter-seasonal cross-country travel of heavy equipment over state land to include: two forestry mower/mulcher/masticators similar to a Fecon FTX 300 (approx. 35,000 lbs.). The DNR acknowledges the use of vehicles and equipment that qualify as generally allowed under 11 AAC 96.020 may be used to accomplish the project. The DNR also acknowledges the generally allowed equipment and activities may take place outside the winter-seasonal dates (Sept 1 -April 30 annually) pertaining to heavy-machinery. The winter-seasonal activities are relegated by time-of-year and winter cross-country stipulations.

This permit is for the term beginning **September 1, 2022** and ending **April 30, 2025** unless sooner terminated at the state's discretion, effective the date of signature by the Authorized State Representative. This permit does not convey an interest in state land and as such is revocable, with or without cause. The Grantor will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately. No preference right for use or conveyance of the land is granted or implied by this authorization.

This permit is issued subject to the following:

All activities shall be conducted in accordance with the following stipulations:

- 1. Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.

2. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
4. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
5. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
6. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
7. **Public Trust Doctrine:** This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters which guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
8. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
9. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
10. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
11. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

- 12. Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
- 13. Posting Placard:** The placard included with this permit shall be placed on-site in a conspicuous location visible from the most common access route or vantage point.
- 14. Permit Extensions/Reissuance:** Any request for permit extension or reissuance should be submitted at least 90 days prior to the end of the authorized term. A written statement requesting a one-year extension confirming there will be no changes to the development/operations plan, including photographs clearly depicting the current condition of the site and any improvements, must be submitted to the AO with any required filing fee. A new Land Use Permit application and any required filing fee is required when requesting reissuance of up to five years or for modifications to the approved development/operations plan on file with DMLW.
- 15. Assignment:** This permit may not be transferred or assigned.
- 16. Reservation of Rights:**
- The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization.
 - Authorized concurrent users of state land, their agents, employees, contractors, subcontractors, and licensees, shall not interfere with the operation or maintenance activities of each user.
 - The AO may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.
- 17. Violations:** A violation of this authorization is subject to any action available to the State for enforcement and remedies, including revocation of the permit, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The State may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.
- 18. Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 19. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, State statutes or regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured

and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

- 20. Notification of Discharge:** Notification of Discharge: The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately. If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. To report a spill outside of normal business hours, call toll free 1-800-478-9300 or international 1-907-269-0667. Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email sero@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

- 21. Batteries:** Batteries which contain hazardous liquids should be completely sealed valve regulated, spill-proof, leak-proof and mounted in an appropriate container. Batteries lacking the preceding properties must have an appropriate drip pan designed to hold 110% of the total liquids held by the battery/batteries. Batteries, new or used, may not be stored or warehoused. Any battery/batteries that are not in use must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances. All hazardous material containers shall be marked with the Grantee's or contractor's name, dated, and transported in accordance with 49 CFR 172 (EPA Hazardous Material Regulations) and 18 AAC 62.

- 22. Use Fees:** In accordance with 11 AAC 05.020, this permit is not subject to an annual fee.

- 23. Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.

- 24. Completion Report:** A completion report shall be submitted prior to relinquishment, or within 30 days after expiration or termination of the authorization. Failure to submit a satisfactory report subjects the site to a field inspection requirement for which the Grantee may be assessed an inspection fee, as outlined herein. The report shall contain the following information:

- a. actual routes of travel, the location of permit activities, and the location of all camps in a GPS track log file;
- b. actual routes of travel and location of all camps depicted on a USGS topographic map;
- c. a list of vehicles used for any off-road travel that may have taken place;
- d. a statement of restoration activities and methods of debris disposal;
- e. a statement that the Grantee has removed all improvements and personal property from the authorized area;

- f. and, a report covering any known incidents of damage to the vegetative mat and underlying substrate, and follow-up corrective actions that may have taken place while operating under this authorization.

25. Site Disturbance: Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

- a. Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitat.
- b. Any ground disturbances which may have occurred shall be contoured to blend with the natural topography to protect human and wildlife health and safety.

26. Site Restoration: On or before permit expiration (if a reissuance application has not been submitted) or termination of this authorization by the Grantee, the Grantee shall remove all improvements, personal property, and other chattels, and return the permitted area to a clean and safe condition. In the event the Grantee fails to comply with this requirement, the Grantee shall be held liable for any and all costs incurred by the State to return the permitted area to a clean and safe condition.

27. Seasonal Site Restoration: On or before the expiration of each seasonally authorized term of occupancy and use, the Grantee shall remove all improvements, personal property, and other chattels, and return the permitted area to a clean and safe condition. All holes shall be backfilled with sand, gravel native materials, or a substitute approved by the AO. In the event the Grantee fails to comply with this requirement, the State, at its discretion, may remove and dispose of improvements and restore the site at the expense of the Grantee.

28. Ground Disturbance Restoration: The Grantee shall immediately restore areas where soil has been disturbed, or the vegetative mat has been damaged or destroyed. Restoration shall be accomplished in accordance with the directives of the DNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of the AO.

29. Indemnification: In connection with the entry on or use of assigned lands, subject to the limitations and provisions of AS 09.50.250-.270 and AS 37.05.170, the Grantee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the contractor's performance of the contract, except when the proximate cause of the injury or damage is the State's sole negligence.

30. Performance Guaranty and Insurance: As the Grantee is a Federal/State/Municipal agency that is self-insured and bonded, and as the Federal/State/Municipal Agency guarantees compliance through statutes and regulations, no performance guarantee or insurance will be required. In the event the Grantee becomes aware of a claim against any of its liability coverage, the Grantee shall notify, and provide documentation and full disclosure of the claim to the AO within 30 days.

31. Fuel and Hazardous Substances: No fuel or hazardous substances may be stored on state land.

- 32. Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
- 33. Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.
- 34. Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
- 35. Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
- 36. Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.
- 37. Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
- 38. Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
- 39. General Operation of Vehicles:** Existing roads and trails shall be used wherever possible. A permit from the AO is required for any off-road vehicular travel other than generally allowed use. Vehicles shall be operated without disturbing the vegetative mat and underlying substrate. Crossing waterway courses will be made using an existing low angle approach in order not to disrupt the naturally occurring stream or lake banks. There shall be no bank modification.
- 40. Winter Cross-Country Travel:**
- a. Adequate Coverage
 - i. To prevent damage to the vegetative mat and underlying substrate, winter cross country travel may begin only after 6 inches of snow and 12 inches of ground frost exist.

- ii. It is the responsibility of the Grantee to measure the snow and ice thickness to ensure that it is adequate for safe crossing.
 - iii. Ice roads and ice pads may be constructed in the work areas if they are thick enough to prevent damage to the vegetative mat and underlying substrate. No other ice roads are authorized under this permit.
 - iv. Cross-country travel must be completed within seventy-two hours of notification of closure from the AO.
- b. Ice and/or Snow Bridges and Ramps
 - i. This permit only authorizes the establishment and use of snow and/or ice bridges. The establishment of any other type of bridge is not authorized under this permit.
 - ii. Ice and/or snow bridges and approach ramps must be of sufficient strength to adequately support the weight of vehicles crossing them.
 - iii. Ice and/or snow bridges and approach ramps constructed at stream, river or slough crossings shall not contain extraneous material (i.e., soil, rock, brush, or vegetation) and shall be removed immediately after use or prior to breakup.
 - iv. Snow ramps, snow bridges or approved cribbing may be used as appropriate to provide access across streams to preclude cutting, erosion or degradation to stream banks.
 - v. Snow ramps or other mitigating measures will be used and/or constructed to prevent ice or snow bridges from being an unsafe obstacle to snowmachiners or others using the riverway for travel.
- c. Vehicle maintenance, campsites, and storage or stockpiling of material on the surface ice of lakes, ponds, or rivers is prohibited.
- d. Filling low spots and smoothing with snow and ice is allowed.
- e. To avoid additional freeze down of deep water pools that harbor overwintering fish, watercourses shall be crossed at shallow riffle areas from point bar to point bar.
- f. River ice shall be slotted to facilitate water flow during breakup.
- g. Compaction or removal of the insulating snow cover from the deep-water pool areas of rivers is prohibited.
- h. The route shall be dragged after equipment passage to smooth the trail surface for other users and to remove any cleat or tread marks in the compacted snow surface.

41. Fire Prevention, Protection and Liability: The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

The Authorized Officer reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The Grantee will be advised before any such modifications or additions are finalized. DNR has the authority to implement and enforce these conditions under AS 38.05.850. Any correspondence on this authorization may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Southcentral Regional Land Office, 550 W. 7th Ave., Suite 900C, Anchorage, AK 99501-3577, (907) 269-8503.

I have read and understand all of the foregoing and attached stipulations. By signing this authorization, I agree to conduct the authorized activity in accordance with the terms and conditions of this authorization.

		Area Forester	
Signature of Grantee or Authorized Representative		Title	Date
101 Airport Road	Palmer	AK	99645
Grantee's Address	City	State	Zip
Stephen Nickel	907.761.6301	907.290.4947	
Contact Person	Home Phone	Work Phone	
Signature of Authorized State Representative		Title	Date



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Fish and Game

HABITAT SECTION
Matanuska-Susitna Area Office

1801 South Margaret Drive, Suite 6
Palmer, Alaska 99645-6736
Main: 907.861.3200
Fax: 907.861.3232

FISH HABITAT PERMIT FH22-IV-0065

ISSUED: March 17, 2022
EXPIRES: December 31, 2025

Stephen Nickel
Alaska Division of Forestry
101 Airport Rd.
Palmer, AK 99645

RE: Frozen Water Body Crossings

Coho Creek (Water Body No. 247-41-10100-2271)
Section 15, T 18 N, R 3 W, SM
Location: 61.6470 N, -149.7889 W

Fast Creek (Water Body No. 247-41-10100-2295)
Section 16, T 18 N, R 2 W, SM
Location: 61.6571 N, -149.6412 W

Unnamed Stream (Water Body No. 247-41-10100-2291-3008)
Section 16, T 18 N, R 2 W, SM
Location: 61.6536 N, -149.6607 W

Unnamed Stream (Water Body No. 247-41-10100-2291-3020)
Section 17, T 18 N, R 2 W, SM
Location: 61.6478 N, -149.6783 W

Unnamed Stream (Water Body No. 247-41-10100-2287)
Section 18, T 18 N, R 2 W, SM
Location: 61.6430 N, -149.7073 W

Unnamed Stream (Water Body No. 247-41-10100-2285)
Section 13, T 18 N, R 3 W, SM
Location: 61.6430 N, -149.7245 W

Dear Mr. Nickel:

Pursuant to the Anadromous Fish Act at AS 16.05.871(b), the Alaska Department of Fish and Game (ADF&G) Habitat Section has reviewed your proposal to transport equipment across various water bodies to conduct vegetation removal in order to create a 200-foot wide fuel break to mitigate the threat of wildfire near Houston and Meadow Lakes, north of the Little Susitna River.

Project Description

Your project plans indicate that you intend to hire a contractor and utilize hand crews to conduct vegetation clearing work to establish a fuel break. This work will involve crossing the above listed water bodies with pickup trucks, forestry mowers/masticators, ATVs, UTVs, and snowmachines. The work is

proposed to occur during winter months when the ground and water bodies are frozen enough to accommodate equipment movement. You propose to implement a 100-foot wide zone on each side of the anadromous water bodies in which you will remove all spruce trees, and leave deciduous trees. Within this 100-foot wide zone the tree removal will be conducted primarily by hand treatment. At the water body crossings you will remove vegetation along the banks to the minimum extent possible to permit passage for one machine width. Crossings will be perpendicular to the flow at locations selected to minimize impact to the banks and vegetation. Snow or ice bridges were not requested as part of your application and are not authorized. Your permit application and all materials, maps, and drawings are hereby adopted by reference into this permit.

Anadromous Fish Act

The above listed water bodies been specified as being important for the spawning, rearing, or migration of anadromous fishes pursuant to AS 16.05.871(a). The water bodies provide habitat for Chinook and coho salmon.

In accordance with AS 16.05.871(d), your project is approved subject to the project description and permit terms, and the following stipulations:

- 1) There shall be no vehicles or equipment operated in the open (un-frozen) waters of any specified water body.
- 2) The bed or banks of the above water bodies shall not be altered or disturbed in any way to facilitate access.
- 3) Any inadvertent disturbance to stream bed or banks will be stabilized using standard techniques as soon as practicable.
- 4) No fuel shall be stored, nor vehicles fueled or serviced while located on the frozen surface of any specified water body.
- 5) Cleared vegetation shall be placed away from the water bodies in an upland location.

Advisory: Clearing vegetation along the banks of catalogued anadromous water bodies requires prior authorization from the Habitat Section. Please contact the Habitat Section at (907) 861-3200 prior to any future activities of this nature. If you have any questions, you may contact a Habitat Section representative at the above telephone number.

Advisory: The Habitat Section authorizes travel over frozen anadromous water bodies for vehicles up to 12,000 pounds by General Permit FH18-IV-0008-GP (Amendment #1). For vehicles in excess of this weight limit, an application shall be submitted to the local ADF&G Habitat Section office.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.05.871 and must be retained on site during project activities. Please be advised that this determination applies only to Habitat Section regulated activities; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Habitat Section and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any provision contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any

deviation and the need for a permit amendment is a Habitat Section responsibility. Therefore, we recommend you consult the Habitat Section before considering any deviation from the approved plan.

You shall give an authorized representative of the state free and unobstructed access to the permit site, at safe and reasonable times, for the purpose of inspecting or monitoring compliance with any provision of this permit. You shall furnish whatever assistance and information the authorized representative reasonably requires for monitoring and inspection purposes.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. You shall mitigate any adverse effect upon fish or wildlife, their habitats, or any restriction or interference with public use that the commissioner determines was a direct result of your failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

You may appeal this permit decision relating to AS 16.05.871 in accordance with the provisions of AS 44.62.330-630.

Please direct questions about this permit to Habitat Biologist George Hoden at (907) 861-3203 or george.hoden@alaska.gov.

Sincerely,

Doug Vincent-Lang
Commissioner



By: Sarah Myers
Matanuska-Susitna Area Manager
Habitat Section
(907) 861-3200

-gdh

Enclosures: FH18-IV-0008-GP (Amendment #1) – Vehicle Movement on Frozen Water Surfaces within the Matanuska-Susitna Borough

cc:	A. Ott, Habitat	S. Ivey, SF	R. Benkert, Habitat	Permits, SF
	D. Dahl, AWT	R. Lysdahl, AWT	S. Myers, Habitat	C. Larson, DNR
	T. Smith, SF			



BID SCHEDULE
STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES

Project Name: Sunset Fuel Break Mechanical Treatment

Project Number: 10-005-23

The Bidder meets the Minimum Qualifications identified in the Scope of Work: ☐ Yes ☐ No
Important: Bidder's that do not meet the minimum qualification requirements will be deemed non-responsive to this ITB.

The Bidder shall insert, as called for, a lump sum price in figures opposite each pay item as it appears on the bid schedule. A lump sum price is not to be entered or tendered for any pay item not appearing in the bid schedule.

Conditioned or qualified bids or a bidders failure to provide pricing for the Basic Bid will be considered non-responsive.

Notice: Contract award will be made on the basis of Basic Bid and to the extent of available funding.

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

Pay Item Number	Pay Item Description	Bid Price
BASIC BID		
1A	Sunset Fuel Break Mechanical Treatment	\$
Total Bid Price of Basic Bid		
Written Amount: _____		DOLLARS

Company Name:
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Bid Schedule Signed:



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONSTRUCTION CONTRACT

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

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.

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: **April 30, 2023** or within N/A calendar days.

The bonds given by the Contractor in the sum of \$ _____ Payment Bond, and \$ _____ 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

Email Address

Date

(Corporate Seal)

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

Design & Construction Duly Authorized Representative (Signature)

Date

Typed Name

Signature of Contracting Officer

Date

Typed Name



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PAYMENT BOND

Bond No. _____

For

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

Project Name and Number

KNOW ALL WHO SHALL SEE 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., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are 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., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Natural Resources 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 Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed 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 typed 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 Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are 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 NATURAL RESOURCES

PERFORMANCE BOND

Bond No. _____

For

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23
Project Name and Number

KNOW ALL WHO SHALL SEE 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., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are 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 Natural
Resources 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., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Natural Resources 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 Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed 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 typed 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 Contracting Officer.
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 NATURAL RESOURCES

BID BOND

For

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

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

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

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

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

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

See Instructions on Reverse

Corporate
Seal

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of a authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID MODIFICATION

Sunset Fuel Break Mechanical Treatment – ITB No. 10-005-23

Project Name and Number

Modification Number: _____

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

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

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-

TOTAL REVISION: \$ _____

Name of Bidding Firm

Responsible Party Signature

Date

This form may be duplicated if additional pages are needed.

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, non-renewal, 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 claim.

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 claim.