



**STATE OF ALASKA**

**DEPARTMENT OF NATURAL RESOURCES**

**INVITATION TO BID (ITB)  
ITB No. 10-006-23**

**DATE OF ISSUE:  
September 23, 2022**

**TITLE:  
Delta River West 1B Fuel Break**

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](mailto: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 [christopher.brooks@alaska.gov](mailto:christopher.brooks@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](mailto:christopher.brooks@alaska.gov)

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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 23, 2022

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

	<b>Project Name and Number</b>
Location of Project:	<b>Delta River West, Alaska</b>
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 and map for project details and requirements.

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 checked="" type="checkbox"/> Between \$250,000 and \$500,000	<input type="checkbox"/> Greater than \$5,000,000
<input 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. 7<sup>th</sup> Ave., Suite 1330; Anchorage, AK 99501 on the 17<sup>th</sup> 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:**  
**Delta River West 1B Fuel Break**  
**ITB No. 10-006-23**

**ATTN:**  
**Procurement Officer**  
**Dept. Natural Resources**  
**550 W. 7<sup>th</sup> 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 section and map for project details and requirements.

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.

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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

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

Kevin Meany, Forester 4  
Project Manager  
3700 Airport Way  
Fairbanks, AK 99709  
Phone: (907) 451-2602 / Email: kevin.meany@alaska.gov

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All questions concerning bidding procedures should be directed to:

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

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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

Delta River West 1B Fuel Break – ITB No. 10-006-23

### 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

Delta River West 1B Fuel Break – ITB No. 10-006-23

**Project Name and Number**

### A. FINANCIAL

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

☐ NO

☐ YES

If YES, explain:

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

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### 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:

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

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

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

☐ NO      ☐ YES      If NO, explain:

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### C. EXPERIENCE

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

☐ NO      ☐ YES      If YES, explain:

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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

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

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 23, 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

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### 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.

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

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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](mailto: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

### Delta River West 1B Fuel Break

#### Project # 10-006-23

#### Project Overview:

The Alaska Division of Forestry and Fire Protection (DOF) is requesting bids from prospective contractors for the development of a fuel break located approximately 2 miles west of the community of Delta Junction, Alaska. Successful contract performance will require the contractor provides all the essential equipment/operators and, lodging/transportation to and from the site. The intent of this winter project is to create a 300' wide linear fuel break by "roller-chopping" the entire site resulting in crushing/chopping all brush, shrubs and small trees. All vendor submissions for the Delta River West Fuel Break Phase 1b shall be subject to the requirements listed herein.

#### 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:

Primary access to the project site will be via the winter ice bridge crossing the Delta River from Spengler Road ("Whitestone Crossing"). This crossing has been known to incur intermittent flooding during periods of prolong winter warming. This project site is located approximately 2 miles west of and runs approximately parallel (North/South) to the Delta River and, Delta Junction, Alaska. The total length for this project is approximately 10.6 miles. Secondary access to the site can be reached at the current terminus of the Delta River West Road and Remington Road Extension via DOF winter crossing of the Delta River; approximately 7.5 miles south from the "Whitestone Crossing". Interested parties can easily view the project location via the DOF GIS Fuels Reduction Analysis webapp viewer:

<https://www.arcgis.com/apps/webappviewer/index.html?id=5a3f5d17be124c368fdf629c5b717f9f&extent=-18879682.9289%2C7831479.985%2C-14183391.9111%2C10319046.6335%2C102100>.

Bidders can also use this site like Google maps to view the project area in detail. Bidders should only be looking at polygons labeled as "shear blade" within the project area.

The unit slated for treatment is generally flat and follows a road and is approximately 10-11 miles long. The specific project site will be marked on the ground and is primarily composed of smaller <6" diameter black spruce/mixed hardwood tree species averaging less than 40 feet in height. Part of the unit follows a bluff and will have to be accounted for when treating. The goal is to improve on both sides of the road, where suitable conditions exist, for a break of 300 feet wide.

#### **Project Details:**

- The operational period shall be during winter seasonal dates (September 1<sup>st</sup> through April 30<sup>th</sup>) 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.

#### **Required Equipment:**

- Drum "Roller chopper": 14,5 foot wide. 46,000lbs. (fully loaded with glycol). It is important to operate with a fully loaded roller to achieve best possible performance.
- Dozer (set up for pulling roller chopper): D8 at 86,000 lbs. or larger and a blade width of 15 feet. This will ensure enough power to pull roller chopper in addition to being able to push the trees down before the roller chopper rolls over.
- The equipment specifications will ensure vegetation is crushed, chopped, or otherwise breaks all shrub and tree stems greater than one-inch diameter without unduly exposing mineral soil or uprooting the plants. Additionally, the use of a dozer-drawn roller drum/roller chopper (with protruding cutting blades) will be used to break up the vegetation into approximately two-to-four-foot piece sizes.
- The work must be conducted when the ground is frozen and air temperatures are below freezing. Access is winter only and the frozen ground also helps prevent uprooting and reduces compaction damage to the soil surface by the heavy equipment. Cold temperatures increase the likelihood that smaller diameter stems will break.

- The 300-foot-wide linear fuel break Units and boundaries will be identified to the equipment operator by the DNR Project Manager prior to or during treatment. Boundaries are to be adhered to unless altered by the DNR Project Manager. The layout is a compromise between vegetative/timber type changes and proximity to the access road. Individual leave trees will be marked with flagging so they can be avoided. Contractor shall submit a project schedule with bid.

#### **Contractor Responsibilities:**

The contractor is responsible for obtaining and keeping a current ADF&G Fish Habitat Permit 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.
- 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 access roads (creating ruts in the roadway) or winter crossing of the Delta River during periods when the road surface is thawed, and any culverts/bridges/drainage structures of any roads. The contractor shall complete all repairs to damaged areas and at their own 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 \$266,000.00.

### **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](mailto: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, Kevin Meany, or his designated representative. Mr. Meany may be contacted by phone at (907) 451-2602 or by email at [kevin.meany@alaska.gov](mailto:kevin.meany@alaska.gov). Neither Mr. Meany 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  
Kevin Meany, Forester 4  
3700 Airport Way  
Fairbanks, Alaska 99709  
Email: [kevin.meany@alaska.gov](mailto:kevin.meany@alaska.gov)  
Phone: (907) 451-2602

### **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 prior to mobilization/beginning operations, anytime operations shut down or begin during the contract period, following completion of operations, and when all equipment is demobilized from the project site. 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.



PRIMARY WINTER  
ACCESS

SECONDARY WINTER  
ACCESS

## DELTA RIVER WEST FUELS REDUCTION

Approximately 350 acres of fuel removal for both sections

Forestry Roads

— Active

— Winter Access

Fuel Treatments

Planned

0 ¼ ½ 1 1½ 2  
Miles







**BID SCHEDULE**  
STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES

Project Name: Delta River West 1B Fuel Break

Project Number: 10-006-23

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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.

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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
<b>BASIC BID</b>		
1A	Delta River West 1B Fuel Break	\$
<b>Total Bid Price of Basic Bid</b>		
Written Amount: _____		DOLLARS

<b>Company Name:</b>
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Bid Schedule Signed:



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

## CONSTRUCTION CONTRACT

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

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.

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## 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

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

**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

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

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

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

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)**

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

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

<b>Surety C</b>	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**

**Delta River West 1B Fuel Break – ITB No. 10-006-23**

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 B<sup>1</sup>**

### **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.