

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

INVITATION TO BID (ITB) ITB No. 10-019-23

DATE OF ISSUE: February 24, 2023

TITLE: Leask Cove Road Construction

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 <u>christopher.brooks@alaska.gov.</u> 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 <u>christopher.brooks@alaska.gov</u> 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: <u>christopher.brooks@alaska.gov</u>

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(State Funded)

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- 4. APPENDIX B1 INDEMNITY AND INSURANCE

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

		TATE OF ALASKA T OF NATURAL RESO	URCES
		ATION FOR BID Construction Contract	S
COT OF NATURA			Date February 24, 2023
	Leask Cove Road (Construction – ITB	No. 10-019-23
		ject Name and Number	
Location of Project:	Near Ketchikan, Alaska		
Contracting Officer:	Christopher Brooks, DNR Pro	curement Officer	
Issuing Office:	Division of Support Services		
	State Funde	d 🛛 Federal Aid	
Description of Work:			
See Scope of Work	section and Attachments A-B	for project details and re	equirements.
The Engineer's Estima	te is: Less than \$100,000		Between \$1,000,000 and \$2,500,000
U	Between \$100,000 a Between \$250,000 a Between \$500,000 a	and \$500,000	Between \$2,500,000 and \$5,000,000 Greater than \$5,000,000
	bleted in <u>NA</u> Calendar Days, or l tes, if applicable, will be shown		<u>.3</u> .
Bidders are invited t	to submit sealed bids, in sing	le copy, for furnishing a	all labor, equipment, and materials and for
	for the project described ab e 1330; Anchorage, AK		ed publicly at 2:00 PM local time, at 550 <u>March</u> 20 <u>23</u> .
	SU	BMISSION OF BIDS	
	ANY AMENDMENTS OR WITH		CEIVED PRIOR TO BID OPENING. BIDS SHALL LOWS:
Bid for Project: Leask Cove Road ITB No. 10-019-2		ATTN: Procurement Officer Dept. Natural Resources 550 W. 7 th Ave., Suite 133 Anchorage AK 99501-356 Phone: (907) 269-8666 / E	
prior to the scheduled		livered bids, amendments	bove specified address no later than 30 minutes or withdrawals must be received at the above
	n the bid schedule shall be inclu		d. (Alternate bid items as well as supplemental mount bid when determining the amount of bid
Invitation, Disadvanta		Es) will be afforded full	at in any contract entered into pursuant to this opportunity to submit bids and will not be sideration 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 Attachments A-B 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.

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

Bids shall be sent to (email is preferred):

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

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

David Ciampa, Land Surveyor 2 3700 Airport Way Fairbanks, Alaska 99709 Phone: (907) 458-6795 / Email: <u>david.ciampa@alaska.gov</u>

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: <u>christopher.brooks@alaska.gov</u>



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



SUBCONTRACTOR LIST

Leask Cove Road Construction – ITB No. 10-019-23 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 a fter 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 by 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, **AK BUSINESS LICENSE NO., SCOPE OF WORK TO BE ADDRESS, PHONE CONTRACTOR'S** PERFORMED NUMBER **REGISTRATION NO.**

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)

(_____) Phone Number

Date

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

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES									
ALPS	CONTRACTOR'S QUESTIONNAIRE								
			Leask Co	ove Road Cons	truction – ITB No	. 10-019-23			
~	EII	NANCIAL			me and Number				
Α.		Have you ever fai	lad to comr	loto o contract	duo to incufficio	at recources?			
	1.			If YES, expla					
	2.	Describe any arra	ngements	you have made	to finance this w	ork:			
			<u> </u>	, 					
_									
в.		UIPMENT		nt vou hovo ov	allahla and intand	to upo for this p	rojoat		
	1.	Describe below th		-		SIZE /	PRESENT MARKET		
		ITEM	QUAN.	MAKE	MODEL	CAPACITY	VALUE		
							·		

Sign	ature		Date			
Nam	ne of Contractor	r	Name & Title of Person Signing			
	I hereby ce	ertify that the a	above statements are true and complete.			
2.	List, as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the part 12 months.					
	□ NO	□ YES	If YES, explain:			
		ad previous cons	struction contracts or subcontracts with the State of Alaska?			
С. Е)						
			· ·			
5.	Is your bid b	eased on firm off	fers for all material necessary for this project? If NO, explain:			
		☐ YES	If YES, describe type and quantity:			
4.			equipment for this work?			
3.	Do you prop	ose to purchase	If YES, describe type, quantity, and approximate cost:			
 3. Do you propose to purchase any equipment for use on this project? 						
2	What percer	nt of the total val	lue of this contract do you intend to subcontract?%			



BID FORM

for

Leask Cove Road Construction – ITB No. 10-019-23 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 <u>February 24, 2023</u>, 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 <u>one</u> 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 <u>September 15, 2023</u>, 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

ALASKA PRODUCT PREFERENCE WORKSHEET

(See Reverse Side for Instructions)

Project Name and Number:

Bid Phase:_____Bidder:_____

By applying my signature below, I certify under penalty of perjury that:

- 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.

By (signature)

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/dcra/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: <u>madeinalaska@alaska.gov</u>

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) a ccordingly.

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 a dditional 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, th e 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

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 A DEPARTMENT OF NATU	
ALASKA VETERAN PREFERI	ENCE CERTIFICATION
In response to the advertised procurement for:	
Project Name and Number	,
Bidder (Contractor)	
Operation of Alaska Ve Procurement preferences under the Alaska Procurement Co- bidders. Under AS 36.30.321, an eligible entity receives a 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 furnishe Alaska Veteran Preference. This preference may not exceed \$	de are benefits that the State grants only to qualified five percent preference to the price of in the bidder's s corresponding certifications, it is not eligible for the
Instructions regarding Alask A bidder that claims the Alaska Veteran Preference must rev the "Qualifying Entity Certification", and the "Alaska Bidder shall include his/her printed name and position within bidder's bidder fails to submit properly completed certifications, the D	view and complete the "Alaska Veteran Certification", Certification". The individual that signs a certification s organization, <i>e.g.</i> , sole proprietor, partner, etc. If a
Alaska Veteran C (To be completed by individual(s) upon whom the bidder relies partnership, limited liability company, or corporation, then a are Alaska Veterans must sign this Alaska Veteran Certificatio	s in claiming the Alaska Veteran status. If bidder is a majority of partners, members, or shareholders who
I hereby represent to the Department that:	
Territorial Guard, the Alaska Army National Guard, Militia; and I was separated from service under a condition that was	erve unit of the United States armed forces, the Alaska the Alaska Air National Guard, or the Alaska Naval s not dishonorable; and in the State of Alaska with the intent to remain in the
I certify under penalty of perjury that the foregoing statements	s 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

Title

Printed name

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

Leask Cove Road Construction

Project # 10-019-23

PROJECT OVERVIEW

The Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is soliciting bids for road construction services for Leask Cove Subdivision near Ketchikan, Alaska. This work is within the Ketchikan Gateway Borough (KGB).

CONTRACTOR RESPONSIBILITIES

Contractor shall provide all necessary materials, equipment, labor, maintenance, transportation, lodging, and per-diem to construct and install the following:

KGB Category I Roads (Reference current KGB Road Construction Standards, Attachment B) Leask Lane

1200' +/- from the DOT approach (also this contract) at Shelter Cove Road to the center of the cul-de-sac; construct cul-de-sac.

George Court

300' +/- from the DOT approach (also this contract) at Shelter Cove Road to the center of the culde-sac; construct cul-de-sac.

DOT Approaches

The Contractor is responsible for obtaining a DOT&PF approach permit, including initial authority to construct through to final acceptance after construction. As noted below, DNR will provide preliminary and final survey support.

Leask Lane onto Shelter Cove Road

Construct new gravel approach in accordance with Alaska DOT&PF standards, the DOT&PF approach permit (to be obtained by Contractor), and any applicable KGB standards.

George Court onto Shelter Cove Road

Construct new gravel approach in accordance with Alaska DOT&PF standards, the DOT&PF approach permit (to be obtained by Contractor), and any applicable KGB standards.

For All Construction

Obtain "certified" designation from KGB Public Works Director. Approaches onto Shelter Cove Road must also be approved by Alaska DOT&PF.

Contractor is required to:

- Participate in pre-construction meeting with the Project Manager;
- Perform all work required for a Storm Water Pollution Prevention Plan (SWPPP) in compliance with all applicable requirements;
- Initiate and maintain coordination with KGB Public Works to obtain all necessary approval and inspections required by KGB throughout road construction;
- Construct 1500 ft. +/- of road plus two turnarounds to KGB acceptable road standards. Contractor shall adhere to all applicable elements of the current Ketchikan Gateway Borough Public Works Department Road Construction Standards;
- Submit request for certification to KGB Public Works before September 15, 2022;
- Install all necessary cross drain culverts;
- Obtain certification from KGB Department of Public Works before final payment;
- KGB Planning has enumerated the following conditions for Leask Lane and George Court (reference email correspondence dated February 7, 2023).
 - The subject area is rezoned to the Rural Residential (RR) Zone.
 - DNR responsibility, in progress
 - The dedicated ROW is [at least] 40 feet wide
 - DNR responsibility, in progress
 - The roadbed is grubbed and filled with rock after organic debris is removed.
 - No organic debris is buried within the ROW.
 - The travel way is build with gravel to a Class 1 standard.
 - Pullouts are installed every 250 500 feet.

DNR/DMLW is required to:

- Provide Contractor with centerline alignment and location of road construction:
 - DNR's contracted surveyor will stake proposed road centerlines with lath and flagging every 50';
 - DNR's contracted surveyor will perform an initial topographic/as-built survey of each DOT&PF approach area. We will provide this data to the contractor in AutoCAD and PDF format. Following construction of the approaches, we will provide the contractor with a final as-built to assist in the contractor's preparation of final submittal for approval to DOT&PF.

Signs

Nameplate and stop signs will be required at all intersections. Speed limit signs will not be required. All signage materials shall be provided and installed by the Contractor.

MOBILIZATION AND DEMOBILIZATION

Mobilization and Demobilization costs must be included in the bid prices offered for this Invitation to Bid (ITB).

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.

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 DMLW Project Manager or Designee regarding performance of this contract.

NOTICE REGARDING VEGETATION CLEARING

Please note: The Contractor shall complete vegetation clearing before April 15, 2023 or after July 15, 2023 to avoid violation of laws and regulations regarding disturbance of Migratory Birds.

NOTICE REGARDING EROSION AND SEDIMENT CONTROL

The Contractor or its qualified agent shall prepare a Storm Water Pollution Prevention Plan and file a Notice of Intent with the Alaska Department of Environmental Conservation (DEC) before beginning Construction. The Contractor shall complete all SWPPP Construction Site Inspection Reports, Records of Rainfall, and any other elements required to comply with the SWPPP and DEC permitting and regulations.

NOTICE REGARDING CULVERTS

Culverts must be installed in accordance with field conditions and field fit. As shown on the Bid Form, please provide a unit price for culverts. The unit price will be used to pay for culvert installation. Culvert locations must be approved in advance by DNR on recommendation by the contractor.

NOTICE REGARDING CONSTRUCTION MATERIAL

The Contractor shall provide all materials for the project.

NOTICE REGARDING DISPOSAL OF CLEARING DEBRIS

Clearing debris may be burned on site at the Contractor's sole risk and responsibility. Following burning, no slash piles may remain, and a natural material cover must be placed over the burn area. Disposal material shall be hauled away and disposed of at the Contractor's expense.

EQUIPMENT

All equipment will be in good working condition prior to the beginning of operations. 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 DMLW Project Manager 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, access roads (creating ruts in the roadway), and any culverts/bridges/drainage structures of any roads. The Contractor shall complete all repairs to damaged areas and at their own expense.

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.

CONTRACT SCHEDULING

Contractor will be requested to submit an operating plan to the DMLW Project Manager 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 included in the operating plan and approved by the DMLW Project Manager or Designee. The project schedule will consider the proximity to residential housing and prioritize these locations for normal day time hours during weekdays.

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. DMLW will coordinate a date and time with the Contractor to conduct the pre-construction meeting. The Contractor shall notify the DMLW 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 \$250,000.00.

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 <u>christopher.brooks@alaska.gov</u>. 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 DMLW Project Manager, David Ciampa, or his designated representative. Mr. Ciampa may be contacted by phone at (907) 458-6795 or by email at <u>david.ciampa@alaska.gov</u>. Neither Mr. Ciampa 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 DMLW 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 DMLW Project Manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. The Contractor will not commence additional work until the State has secured any required approvals necessary for the amendment and issued a written contract amendment.

TERMINATION FOR DEFAULT

If the DMLW 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 DMLW 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.

DNR/DMLW Project Manager

David Ciampa, Land Surveyor 2 3700 Airport Way Fairbanks, Alaska 99709 Email: <u>david.ciampa@alaska.gov</u> Phone: (907) 458-6795

Contractor Shall Submit Invoices to:

State of Alaska Department of Natural Resources Division of Mining, Land and Water David Ciampa, Land Surveyor 2 3700 Airport Way Fairbanks, Alaska 99709 Email: <u>david.ciampa@alaska.gov</u> Phone: (907) 458-6795

PROJECT COMPLETION DEADLINE

Work may begin as soon as weather permits and continue as weather allows with all project work completed by no later than September 15, 2023.

The Contractor is responsible for notifying the DMLW 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 DMLW 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 Officer via written change order to the contract.

BID SUBMISSION

Bids shall be submitted to <u>christopher.brooks@alaska.gov</u> or to the mailing address below by no later than March 20, 2023 at 2:00pm AK Time:

State of Alaska Department of Natural Resources Procurement Section Attn: Chris Brooks, Procurement Officer 550 W. 7th Ave, Suite 1330 Anchorage, AK 99501



Aliquot Part Control Diagram Scale: 1" = 800'



ATTACHMENT A



100-Foot contours per KGB GIS Scale: 1" = 800'



Source: NOAA Declination Calculator 11/4/2022



NOTES:

1. Tracts A, B & C are to be retained by the State.

- 2. Contour data was obtained from the KGB GIS website
- There is a 30-foot wide Public Utility Easement along & abutting road rights-of-way where indicated on this plan.
- Lots 1 & 2 Block 1 and Lots 1, 2, & 12, Block 2 will require an approved DOT&PF driveway/approach permit to access the Shelter Cove Road right-of-way.
- Legal access to Lot 11, Block 2 is via the Leask Lane right-of-way. Legal access to Lots 1 through 3, Block 3 is via the 1.09 acre +/- Public Right-of-way Parcel (George Court). There shall be no direct access from said lots to the Shelter Cove Road right-of-way.
- 6. The location of ADL 106839 and the Swan Lake Hydroelectric "Power Project No. 2911", as depicted hereon, is based primarily on satellite imagery, not on the document or the as-built easement diagram recorded as 2004-004320-0 KRD. Refer to the Survey Instructions regarding as-builting existing facilities and establishing the bounds of said easement.
- 7. The location of Shelter Cove Road, as depicted hereon, is based primarily on satellite imagery and the DOT&PF Right-of-Way Easement Diagram prepared 12/04/2014. My understanding is an as-built of the newly constructed road is currently underway. Refer to the Survey Instructions regarding establishing the bounds of said right-of-way.
- The locations of monuments "BP", "BS", "LA", & "P3" as depicted in the Aliquot Part Control Diagram are based on the NAD 83 Zone 1 ASP coordinates listed on the Record of Survey recorded 12/21/2018 as Plat 2018-44 Ketchikan Recording District.
- The location of the unnamed stream AWC-101-45-10350, as depicted hereon, is a best guess using satellite imagery. The westerly/northerly OHW line of said stream shall be established.

STANDARD LEGEND:

⊗	BLM MONUMENT OF	RECORD			
\oplus	PRIMARY MONUMENT	OF RECORD			
0	SECONDARY MONUM	ENT OF RECORD			
\bullet	PRIMARY MONUMENT	TO BE SET THIS SURVEY			
•	SECONDARY MONUM	ENT TO BE SET THIS SURVEY			
\bigcirc	CONTROL MONUMEN	T PER ROS (Plat 2018–44)			
	SURVEYED				
	UNSURVEYED				
SLE	SECTION-LINE EASE	EMENT			
PedAE	Public Pedestrian A	Access Easement			
OHWL	ORDINARY HIGH WAT	FER LINE			
(1)	BLOCK NUMBER				
	OHWL UNNAMED AN	ADROMOUS STREAM			
DATE OF SURVE	Y:	SURVEYOR:			
BEGINNING:					
ENDING:					
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND, AND WATER ANCHORAGE, ALASKA					

Alaska State Land Survey No. 2022-55

Conceptual Plan of Survey Leask Cove Subdivision

Creating Lots 1 & 2, Block 1; Lots 1-12 , Block 2; Lots 1-3, Block 3 and Tracts A, B, & C Containing _____ Acres More or Less Located in the S1/2 Section 30

Township 73 South, Range 92 East, Copper River Meridian, Alaska Ketchikan Recording District

I BY: CB/PF/DC/GH	DNR APPROVAL RECOMENDED	

DRAWN BY: CB/PF/DC/GH					
DATE:	01/27/202	23	STATEWIDE	PLATTING SUPERVISOR	R DATE
SCALE: 1"=:	200'	CHE	CKED BY:	SHEET:	FILE NO. ASLS 20220055

Ketchikan Gateway Borough Public Works Department

Road Construction Standards

Contents:

- Overview
- Road Categories

 Categories I, II, III & IV Design Standard
 Categories I, II & III Alternate Design Standard
 Category IV Engineering Required
- Typical Section Materials
- Alignment
- Drainage and Culvert Material
- Structures and Bridges
- Signs
- Paving Specifications
- Definitions
- Appendix A Typical Standard Drawings

<u>Overview</u>

The criteria set forth in this standard for the construction of local public roads within the Ketchikan Gateway Borough outside the jurisdictions of the City of Ketchikan and the City of Saxman, represents the minimum acceptable standard for construction practices. Roads shall be built to the highest standard practicable within economic constraints. A permit pursuant to KGB Code 70.10.020 is required prior to beginning construction within dedicated rights-of-way.

Standards:

Before a road is certified by the Borough, it must meet or exceed the requirements set forth in this standard. The Borough Public Works Department has adopted the standards for construction of roads contained herein. Should there be a conflict between the road construction standards set by the Public Works Department and those contained in the subdivision ordinance or other chapters of the Borough Code (Code), Code standards shall control. This standard only establishes the design and construction standards for roads within Ketchikan Gateway Borough's jurisdiction; it is the applicant's responsibility to comply with all federal, state, and other local laws, if applicable.

Certification:

The Public Works Director may designate a road as "certified"; this designation means the road meets or exceeds the design standards set forth in this set of standards. Any Borough road that does not meet the minimum requirements of this standard shall not receive certification. Lots that are served by Borough rights-of-way roads that are not certified will not receive approval from the Public Works Director for driveway access.

Special Assessment Districts:

The Assembly may require the formation of a Special Assessment District (SAD) in accordance with Title 51 of the Ketchikan Gateway Borough Code of Ordinances when rights-of-way are unimproved or does not meet the established road standards.

Road Categories

Categories I, II, III and IV Design Standard

The Public Works Director or designee will determine the category of road required based on the standards set forth in this section. The standard to which a road is constructed shall be based on the number of lots served as set forth below and the other factors set out in this subparagraph. The category shall also be determined by lots indirectly served where the road is a collector or subcollector and provides necessary access to lots not otherwise served by a Borough or state collector or subcollector.

- Category I: A cul-de-sac road or other minor road, both of which serve less than three (3) lots.
- Category II: A road that serves between three (3) and fifteen (15) lots.
- Category III: A road that serves between sixteen (16) and fifty (50) lots.
- Category IV: A road that serves greater than fifty (50) lots.
- Collector roads: Collector roads shall be constructed to Category IV road standards.

Road Widths:

Roads certified by the Borough must comply with the minimum and maximum widths in the following table:

Category of Road	Minimum Width (Feet)*	Maximum Width (Feet)*	Minimum Embankment (inches)
I	16'	24'	18"
II	24'	32'	30"
III	24'	32'	48″
IV	26'	32'	48″

(*Shoulder to shoulder)

Construction Standards

Typical Section:

Gravel roads shall be constructed in accordance with the Gravel Road Typical Section drawing and associated tables in **Appendix A**. Additional requirements are:

Roads must be contiguous with an existing road system. All roads must be on a dedicated rights-of-way or a dedicated easement and must be built along the rights-of-way centerline. Minimum rights-of-way width shall be 40 feet. If geotextile is utilized over organics, the minimum depth of embankment material required for the applicable category road constructed must cover the fabric. Extraction of material between the ditch lines for any purpose other than excavation to subgrade is prohibited. The roadway embankment shall be placed in lifts of 12 inches or less and compacted to not less than 92 percent of maximum density. No organic debris may be buried within the right-of-way for Category II, III and IV roads, unless otherwise approved by the Public Works Director. A 2:1 slope is the standard ditch line slope; a rock lined ditch may exceed the 2:1 slope requirements with prior approval. Fill areas over six feet in depth must be an engineered design and be preapproved by the Public Works Director. Roads constructed in level terrain susceptible to ponding require the applicant to submit to

the Public Works Director for approval drainage designs which may include approved drainage galleries or elevated road sections. The Public Works Director or designee will designate the defective areas in a written report. Roads constructed across wetlands, including muskeg, must be designed and certified by a State of Alaska licensed civil engineer and preapproved by the Public Works Director. In order to limit damage to the rights-of-way, adjacent properties, watercourses, and waterbodies, construction of roads within the Ketchikan Gateway Borough Mapped Flood Data Area and Flood Insurance Rate Map (FIRM) areas require an engineering analysis and design certified by a State of Alaska licensed civil engineer whose credentials are approved by the Public Works Director prior to start of construction.

Requirements for Embankment Material:

Embankment material shall consist of 1' minus pit run shot rock, preapproved by the Borough Public Works Director prior to placement

Categories I, II and III Alternate Design Standard

Alternate construction methods may be utilized for Category I and II roads if approved by the Public Works Director prior to construction based on conditions and documentation that shows soil, cost, terrain, or other conditions that are such that a standard typical section are not practical. The application for an alternate design shall be filed and approved by the Public Works Director prior to the start of construction of a new road or upgrade to a different category of road standard. Failure to get approval of the Public Works Director prior to construction shall result in non-certification of the road. Applicants shall provide the Public Works Director documentation that shows soil, economic, terrain, or other conditions are such that the standard typical section is not practical. A minimum of three Public Works inspections will take place, consisting of initial, midway, and final inspections. An engineered design may be submitted for Category I, II, and III roads if prepared and sealed by a licensed civil engineer. The design shall include typical section(s), centerline plan, and profile. The design shall provide for adequate drainage. The design shall be based on a soils investigation with test holes at least every 500 linear feet or less at the Public Works Director's discretion pursuant to written findings regarding topography, material used, design, and opportunity for inspections during the construction stages along with other relevant considerations. A report shall be submitted with test hole logs and soil analyses. Engineered designs must be pre-approved by the Public Works Director prior to construction. Once the project is complete, as-built drawings or a detailed report certifying that the road has been constructed to Public Works standards, prepared and sealed by a licensed civil engineer, shall be submitted to the Public Works Director for approval. A report in lieu of as-built drawings must include photos, sieve analysis of materials used, field inspection reports, compaction test results, and other inclusions the Public Works Director may request. The as-built drawings or report are required prior to acceptance by the Public Works Director of the road.

Category IV Engineering Required

Category IV roads are required to be designed and engineered by a State of Alaska licensed civil engineer. Drawings of the detailed plans must be submitted and approved by the Public Works Director prior to construction. The design shall meet the minimum standards as designated in the Category IV Asphalt Road Typical Section drawing as indicated in the Category IV Road Table. The project engineer must provide a certified as-built drawing or a detailed report certifying that the road has been constructed to Public Works standards before certification of the road will be granted. The report must include photos, sieve analysis of materials used, field inspection reports, compaction test results, and other inclusions the Public Works Director may request.

Requirements for Embankment Material:

Sieve Designation	Type I	Type II	Type III		
4 inch	95—100	—	—		
2 inch	85—100	100	100		
1 inch	—	—	95—100		
No. 4	30—60	30—65	40—75		
No. 16	—	—	20—43		
No. 200	0—6	6—10	4—10		

Percent Passing by Weight Category IV Road Table

Typical Section Materials

Embankment Material

Embankment material shall contain no muck, frozen materials, roots, sod, or other deleterious matter. It shall have a liquid limit not greater than 25 and plasticity index not greater than six as determined by AASHTO T89 and T90. Type III shall be crushed aggregate material with at least 50 percent of the coarse aggregate having at least one fresh mechanically fractured face and graded within the limits of the Category IV Road Table.

Geotextile Fabric

Geotextile fabric shall meet or exceed the following physical and mechanical requirements:

Geotextile Property			
Test Method	lethod Required Minimun		
Grab Tensile Strength	190 lbs.		
Grab Elongation	ASTM D 1682	30%	
Burst Strength	ASTM D 751	290 psi	
Trapezoidal Tear Strength	ASTM D 117	50 lbs.	
Permeability	AASHTO M 288 K (soil)		

Geotextile shall be installed in accordance with manufacturer's recommendations. If multiple sections of fabric are required, the fabric shall be joined by overlapping adjacent sections a minimum of three feet.

<u>Alignment</u>

Vertical Alignment - Roads shall be constructed in a manner such that grades shall not exceed, at any point, six percent on arterial roads and ten percent on all other roads, and no more than four percent within 100 feet of any intersection.

Horizontal Alignment - Horizontal alignment shall meet the requirements of KGB 55.43.30. Roads shall be constructed along the centerline of the right-of-way and shall have curves meeting the minimum radius requirements of not less than 300 feet for rights-of-way with 100 feet in width or more, and not less than 200 feet on all other roads.

Clear Zone - There shall be a roadside clear of hazardous objects or conditions for a distance consistent with the speed, traffic volume, and geometric conditions of the site. Roads shall be constructed with a

minimum clear zone of 8 feet. Where hazardous physical features exist which cannot be located outside the clear zone, alternative treatments such as guardrails may be required as approved.

Turnarounds – Turnarounds shall meet the requirements of KGB 55.43.30. Roads designed to have one end closed, either permanently or temporarily, shall be constructed with a suitable approved turnaround with either a minimum radius of 30 feet; hammer head or T-shape turnaround area. Dedicated cul-de-sacs shall be constructed with a minimum radius of 35 feet. The turnaround shall be constructed to a four percent (4%) grade or less.

Intersections - Road intersections shall be constructed as nearly at right angles as possible. A minimum unobstructed sight distance of 150 feet shall be provided unless it is determined by the Public works Director, prior to construction, that a lesser distance is appropriate due to topography, traffic flow, or other physical characteristics. Appropriate warning signs may be required by the Public Works Director, if an exception to sight distance is granted. Road intersections shall be constructed with a minimum turn radius of 20 feet. Where acute intersections are provided, return radii shall be increased appropriately.

Driveways - Driveways shall be spaced as far apart from other driveways and intersections as practical to avoid interference with ditch drainage.

Drainage and Culvert Material

Roads shall be constructed to prevent ponding of runoff waters in roadside ditches. Drainage ditches shall be constructed such that runoff waters will be conveyed to natural drainage courses, ditches or waterways, or other man-made drainage courses. Outfalls shall be constructed to prevent excessive siltation of riparian habitats, channel erosion, or other damage to public or private property. The Public Works Director may require an engineering analysis and design for locations susceptible to flooding, siltation, or other natural conditions potentially damaging to the right-of-way, adjacent property, or water courses and water bodies. A roadway cross culvert shall be a minimum diameter of 12 inches, and with at least a one percent drainage grade through the culvert, and driveway culverts shall be a minimum of 12 inches and 30 feet in length. Plastic culverts are acceptable if they meet AASHTO Standard Section 706-2.07 corrugated polyethylene pipe, AASHTO M 294, Type S. AASHTO cross culvert markers must be installed.

Structures and Bridges

Bridge plans must be prepared and stamped by a State of Alaska licensed civil engineer and shall be submitted to the Public Works Director prior to construction or certification of the road for maintenance if the road contains a bridge, bottomless culvert, guardrail, retaining wall, or other similar structure. An engineered report must also be submitted once the construction is complete. The engineered report must document and certify compliance with all relevant state and federal requirements.

<u>Signs</u>

General Information - Sign location, type of installation, and sign removal will be as designated by the Public Works Director consistent with these standards, Public Works policy and Title 57 of the Ketchikan Gateway Borough Code of Ordinances.

Street Name Signs - Street name signage shall be installed by developers of new roads, following the specifications set forth in the "Alaska Sign Design Specifications."

Speed Signs - Speed signage and parking signage shall comply with the requirements of AKDOTPF, and Public Works policy.

Unauthorized signage - Unauthorized signs located in the Ketchikan Gateway Borough right-of-way may be removed by the Public Works Department.

Paving Specifications

The Public Works Director will only certify roads containing asphalt concrete pavement on a prepared base if designed and stamped by a licensed civil engineer. The work under this section consists of the performance of all work required for the construction of asphalt concrete pavement on a prepared base (as shown in the Paved Road Typical Section drawing and associated Paved Road Table). Current editions of "Standard Specifications for Highway Construction," as adopted by the Alaska Department of Transportation and Public Facilities and the "Standard Specifications for Streets, Drainage, and Utilities," as adopted by the Municipality of Anchorage will be the references used for asphalt concrete paving.

Material and Testing

The Public Works Department requires the asphalt pavement mix design be submitted and stamped by a state of Alaska licensed civil engineer or prepared and approved by the Alaska Department of Transportation and Public Facilities. Process quality control records for aggregate shall be submitted with the asphalt pavement mix design. The project engineer must provide a certified as-built drawing or a detailed report certifying that the road has been constructed to Public Works standards. This report must include photos, sieve analysis of materials used, field inspection reports, compaction test results, and other inclusions the Public Works may request. The asphalt required by these specifications shall conform to the requirements of The Asphalt Institute for the type and grade and shall comply with ADOT/PF specifications used in the area. Crushed aggregate base coarse, D-1, shall comply with ADOT/PF specifications. Minimum two-foot compacted shoulders are required. The prepared base shall, at a minimum, meet the standards for a Category III road. Inspection of the subgrade by the design engineer is required prior to paving. The contractor shall submit a certified analysis of the asphalt to the Public Works for review and approval by the Public Works Director. The Public Works Director reserves the right to make check tests of the asphalt at the project site, and, if the asphalt is not in accordance with the certified analysis, the road will be rejected for certification. The contractor or developer, at their own expense, will be required to perform field tests measuring aggregate gradation and fracture, asphalt content, and compaction. Test results shall be in conformance with pavement mix design requirements and shall be stamped by a state of Alaska licensed civil engineer.

Other Specifications

The Public Works Department will use the current editions of "Standard Specifications for Highway Construction," as adopted by the Alaska Department of Transportation and Public Facilities to address seal coat, prime coat, paving geotextile, recycled asphalt paving, and other specifications required to assure the Public Works Department that the road meets all quality control measures.

Definitions

For purposes of this standard, the following definitions apply:

"AASHTO" means "American Association of State Highway and Transportation Officials."

"Arterial Road" means a road intended to carry traffic from local and subdivision roads to major highways. Such roads primarily accommodate relatively large volumes of traffic for relatively long distances at relatively high speeds.

"Certification" means the road meets or exceeds the design standards of the Ketchikan Gateway Borough.

"Collector Road" means roads which provide both land access and carry traffic from local or subdivision roads to arterial or major highway systems.

"Construction" means physical activity by the applicant using labor, materials or equipment within the right-of-way beginning with clearing and grubbing and ending with certification for maintenance by Public Works.

"Level Terrain" means when the topography adjacent to the rights-of-way slopes less than 3 percent.

"Licensed Civil Engineer" means a Registered Professional Engineer, licensed to practice Civil Engineering by the State of Alaska, in accordance with AS 08.48 and 12 AAC 36.

"Local Roads" means internal subdivision roads or a road designed and intended to serve local areas. Such roads primarily accommodate land access to abutting property. Local roads feed traffic into collector and arterial street systems.

"Motor Vehicle" means a vehicle which is self-propelled except a vehicle manned by human or animal power.

"Muskeg" means wetlands containing at least one foot of substantial peat/organic accumulation.

"Road Construction Standards" or "Road Standards" means the minimal standards set forth in this standard for the purposes of certification by Public Works.

"Subcollector Road" means a local road which also provides through traffic service between local roads and collector, arterial, or major highway roads.

"Type IV Material" is materials consisting of earth, sand, rock, or combinations thereof containing no muck, peat, frozen material, roots, sod, or other deleterious matter and is compactable.





Category 1 Typical Section Diagram





10/15/2012



Category IV Typical Section Diagram

10/15/2012

Page **10** of **15**

Typical Cul-de-sac Diagram


Typical Profiles Diagram



Typical Grades and Slopes Diagram





Typical Road Culvert Diagram





BID SCHEDULE STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES

Project Name: Leask Cove Road Construction

Project Number: 10-019-23

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. An additional area has been provided on this Bid Schedule for bidders to identify the price per foot for each culvert. The unit price will be used when culverts are required.

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	Leask Cove Road Construction (do not include pricing for culverts)	\$		
Total Bid Price of Basic Bid Written				
Price per foot for each 18" culvert \$ Price per foot for each 24" culvert \$				
Company N	lame:			

Authorized Representative's Printed Name:

Authorized Representative's Signature:

Date Bid Schedule Signed:

BID SCHEDULE Leask Cove Road Construction Project No. 10-019-23



CONSTRUCTION CONTRACT

Leask Cove Road Construction – ITB No. 10-019-23

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)

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 a greed 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 furn ish a ny 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 a grees 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: September 15, 2023 or within N/A calendar days.

The bonds given by the Contractor in the sum of \$ Payment Bone to secure the proper compliance with the terms and provisions of this Contract, are set	d, and Performance Bond , ubmitted herewith and made a part hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby	a gree 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 RESO	URCES
Design & Construction Duly Authorized Representative (Signature)	Date
Typed Name	
Signature of Contracting Officer	Date
Typed Name	



PAYMENT BOND

And the NATURAL	Bond No	
	For	
Lea	ask Cove Road Construction – ITB No. 10-019-23	
	Project Name and Number	
KNOW ALL WHO SHALL SEE THE	SE PRESENTS:	
That		
		as Principal,
of		as Surety,
firmly bound and held unto the State of	f Alacka in the nenal sum of	assurery,
	Alaska ili tire penai suni or	Dollars
(\$) good	d and lawful money of the United States of America for the payment w	hereof,
well and truly to be paid to the State of jointly and severally, firmly by these paids to the several	Alaska, we bind ourselves, our heirs, successors, executors, administrates resents.	ators, and assigns,
	ered into a written contract with said State of Alaska, on the	
	bove-referenced project, said work to be done according to the terms o the foregoing obligation are such that if the said Principal shall comply	
under said contract, whether said labor subcontract, or any and all duly author shall remain in full force and effect.	l just claims for labor performed and materials and supplies furnished u be performed and said materials and supplies be furnished under the ou ized modifications thereto, then these presents shall become null and v	riginal contract, any oid; otherwise they
IN WITNESS WHEREOF, we have he this	ereunto set our hands and seals at 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 regulation s:	
Alaska Department of Natural Resource	es Authorized Representative Date	

See Instructions on Reverse

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.



TREAST OF SATURATION	For	Bond No
		40.00
	Leask Cove Road Construction – ITB No. 10-01 Project Name and Number	19-23
KNOW ALL WHO SHALL SEE T		
That		
of		as Principal,
and		
of		as Surety,
firmly bound and held unto the Stat	e of Alaska in the penal sum of	Dollars
(\$)	good and lawful money of the United States of Americ	ca for the payment whereof,
()	e of Alaska, we bind ourselves, our heirs, successors, ex	
WHEREAS, the said Principal has a A.D., 20, for construction of t	entered into a written contract with said State of Alaska the above-named project, said work to be done accordin	, on the of ng to the terms of said contract.
complete all obligations and work u Resources any sumspaid him whic	s of the foregoing obligation are such that if the said Prin inder said contract and if the Principal shall reimburse u h exceed the final payment determined to be due upon c l; otherwise they shall remain in full force and effect.	upon demand of the Department of Natura
IN WITNESS WHEREOF, we have	e hereunto set our hands and seals at A.D., 20	 :
	Principal:	
	Address:	
	By:	
	Contact Name:	
	Phone: ()	
Surety:		
Address:		
By:		
Contact Name:		
Phone: ()		
The offered b	bond has been checked for adequacy under the applicable statu	utes and regulations:
Alaska Department of Natural Reso	urces Authorized Representative	Date

See Instructions on Reverse 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.



BID BOND

For

Leask Cove Road Construction – ITB No. 10-019-23 Project Name and Number					
DATE BOND EXECUTED:					
PRINCIPAL (Legal name and busines	ss address):	TYPE OF ORGANIZATION:			
		[] Individual[] Partnership[] Joint Venture[] Corporation			
		STATE OF INCORPORATION:			
SURETY(IES) (Name and business a	ddress):				
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 Rev	Corporate Seal	

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

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 a ffix their corporate seal.
- 7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of a uthority 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.



BID MODIFICATION

Leask Cove Road Construction – ITB No. 10-019-23

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: \$			S
	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 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.