

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

**Southcoast Maintenance &
Operations Section**

Invitation to Bid (ITB) Packet



JNU Mendenhall River GLOF 2026
PROJECT NO. SDRER00743

SOUTHCOAST REGION

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Southcoast Maintenance & Operations Section

INVITATION TO BID

Date July 7, 2026

JNU Mendenhall River GLOF 2026, PROJECT NO. SDRER00743

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 4:00 PM local time (per the Department's time source) on the 17th day of July, 2026**. On that date, the Department will open, and then publicly announce the timely-received bids as soon as practicable.

Location of Project: Juneau, Alaska

Contracting Officer: Vicky Roberts, Acting Southcoast Regional Director Issuing Office: Southcoast Region
State Funded Federal Aid

Description of Work:

This Invitation to Bid (ITB) aims to result in a single contract for as needed construction of temporary protective measures to support the Department of Transportation and Public Facilities (DOT&PF) response efforts during the 2026 Juneau Glacial Lake Outburst Flood (GLOF).

Davis-Bacon Wages (Title 36.05): are not required on this project

Bid, Performance and Payment Bonds: are not required on this project

The following insurance coverages are required: Workers Compensation, General Liability, and Automobile.

All work shall be completed by **September 15, 2026**.

Submission of Bidding Documents

Bidders may submit bidding documents electronically, through the mail or hand delivered. Envelopes shall be marked as follows:

Bidding Documents for Project:

**JNU Mendenhall River GLOF 2026,
PROJECT NO. SDRER00743**

ATTN: Jenny Huntley, Chief of Contracts
State of Alaska
Department of Transportation & Public Facilities
6860 Glacier Highway
Juneau, Alaska 99801-7999 or
P.O. Box 112506, Juneau, AK 99811-2506

Email: srdotpfcontracts@alaska.gov

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: srdotpfcontracts@alaska.gov or fax number: **(907) 465-4238**.

To register for updates to this ITB, please contact Jenny Huntley at jenny.huntley@alaska.gov or phone 907-465-4420.

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

NOTICE TO BIDDERS

Bidders must have a Vendor ID or your bid may not be accepted. More information can be obtained at the following website:
<http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf>

A bidder may direct questions concerning this bid or obtain hard copy project plans and specifications for the price of \$50.00 from:

Jenny Huntley, Chief of Contracts

Contracts Office

6860 Glacier Highway

Juneau, Alaska 99801

E-Mail: srdotpfcontracts@alaska.gov

Fax: (907) 465-4238

Phone: (907) 465-4420

Other Information:

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00am to 5:00pm Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of DOT's continuing efforts to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

INDEMNITY AND INSURANCE – The following insurance is required:

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: The State of Alaska, Department of Transportation and Public Facilities shall provide a policy that will protect the state against tort claims for negligent acts of the Contractor. This policy will only cover duties and services performed under this contract. The policy is only provided to those Contractors who are unable to secure a policy in the commercial market. For those Contractors who can obtain a policy in the performance of services under this agreement, please provide 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.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

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 - a. **Bid Quote Submittal**
 - b. **Bid Schedule of Values**
 - c. **Bidder Preference Forms (if applicable)**

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Alaska Bidder Preference Certification (Form 25D-19)

Alaska Veteran Preference Certification (Form 25D-17)

Alaska Military Skills Preference Certificate (Form 25D-21)

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. **Maintenance & Operations Contract**
2. **Certificate of Insurance (from carrier)**
3. **Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.**



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MAINTENANCE & OPERATIONS CONTRACT

JNU Mendenhall River GLOF 2026
PROJECT NO. SDRER00743

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, 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: **September 15, 2026**. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover **zero** dollars (\$**0**) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

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

Signature of Contracting Officer

Typed Name

Date

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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: The State of Alaska, Department of Transportation and Public Facilities shall provide a policy that will protect the state against tort claims for negligent acts of the Contractor. This policy will only cover duties and services performed under this contract. The policy is only provided to those Contractors who are unable to secure a policy in the commercial market. For those Contractors who can obtain a policy in the performance of services under this agreement, please provide with minimum coverage limits of \$300,000 combined single limit per claim.

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MAINTENANCE & OPERATIONS CONTRACT

JNU Mendenhall River GLOF 2026
PROJECT NO. SDRER00743

Project Name and Number

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Company Name

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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.

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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, 2026**. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover **zero** dollars (\$**0**) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

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

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

**Maintenance & Operations
Bid Quote Submittal**

Project Name & No.: JNU Mendenhall River GLOF 2026, PROJECT NO. SDRER00743	Procurement Agency and Address:
	State of Alaska
	Dept. of Transportation & Public Facilities
	6860 Glacier Highway
	Juneau, AK 99801
srdotpfcontracts@alaska.gov	

Procurement Officer: Vicky Roberts, Acting SR Director	Date of Issuance: July 7, 2026
	Bid is Due: 4pm, July 17, 2026

QUOTE:

The work as described in the ITB shall be performed for:

ITEM	DESCRIPTION	UNIT BID PRICE	ESTIMATED QUANTITY	BASIC BID AMOUNT
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See Attached Bid Schedule

I have reviewed the bid documents, with addenda and understand the scope of services and conditions required for Project number SDRER00743. I agree to furnish all necessary labor, materials, and equipment for the quoted amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.

Contractor: _____ Contractor Vendor ID: _____

Authorized Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Address: _____

Business License #: _____ EIN or SSN: _____ Phone: _____

Email: _____

- Offeror is Claiming:
- Alaska Bidder's Preference
 - Alaska Veteran Preference
 - Alaska Military Skills Preference
- (forms available at <https://dot.alaska.gov/stwddes/dcspubs/forms.shtml>)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Bid Schedule

Hourly rates for services as defined in this ITB

Line	Equipment	Quantity	Unit	Unit Bid Price	Amount Bid
1	10 Cubic Yard Dump Truck w/ Driver	8*	Hour	_____	_____
2	20 Cubic Yard Truck w/Driver	8*	Hour	_____	_____
3	Excavator w/ Operator	8*	Hour	_____	_____
4	Loader w/ Operator	8*	Hour	_____	_____
5	Class III Riprap	300*	Tons	_____	_____
6	Class I Riprap	300*	Tons	_____	_____
7	8" Minus Shot Rock	300*	Tons	_____	_____
8	Mob/Demob	1	LS	_____	_____
9	Standby	1	LS	\$ 3,000.00	\$ 3,000.00

*For Evaluation purposes only

Total Evaluated Amount \$ _____

Do you qualify for the AK Bidders' Preference? (circle one) YES** NO

Do you qualify for the AK Veteran Preference? (circle one) YES** NO

Do you qualify for the AK Military Skills Preference? (circle one) YES** NO

**Must submit form. Forms can be found at
<https://dot.alaska.gov/stwddes/dcspubs/forms.shtml>



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MAINTENANCE & OPERATIONS CONTRACT

JNU Mendenhall River GLOF 2026
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_____ 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.

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Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

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

Signature of Contracting Officer

Typed Name

Date

SOUTHCOAST REGION MAINTENANCE & OPERATIONS 2026 JNU Glacial Lake Outburst Flood (GLOF) Temporary Protective Measures PROJECT NO. SDRER00743

(I) SCOPE OF WORK

This Invitation to Bid (ITB) aims to result in a single contract for as needed construction of temporary protective measures to support the Department of Transportation and Public Facilities (DOT&PF) Maintenance & Operations response efforts during the 2026 Juneau Glacial Lake Outburst Flood (GLOF) expected in August 2026.

Services are anticipated to include emergency placement of riprap, shot rock, and/or embankment materials at bridge abutment and piers if damage occurs during the 2026 GLOF. The intent of the temporary protective measures is to prevent additional damage from occurring while permanent repairs are designed and constructed. Services will be provided in accordance with the specifications contained in this ITB. The period of performance will be from contract award through September 15, 2026 with no options to renew. If services are required outside of this date range, the project manager may extend the Contract with agreement of both parties.

Worksite Location:

Work is anticipated to occur at the Mendenhall River Bridge (aka Back Loop Bridge) No. 217 and Brotherhood Bridge No. 737. See Attachment for locations. Work may occur on the river right and river left abutments and at the in-water piers.

Deliverables:

The contractor shall be available to provide on-call construction of temporary protective measures under the contract 7 days per week including all holidays beginning July 21, 2026 through August 21, 2026. Contractor shall mobilize within 1 hour after being contacted.

- The Southcoast Region Chief of Maintenance or Designee will notify the Contractor when the 2026 GLOF release is confirmed. The Contractor should expect and be available for call outs for up to 36 hours after the confirmed start of the 2026 GLOF release.
- The contractor shall commence operations upon the direction of the Southcoast Region Chief of Maintenance or designee. The scope of the temporary protective measures will depend on the severity of damage caused by the GLOF.
- The Contractor shall be prepared to provide services from the west and east side of the Mendenhall River in case the bridges become impassible.
- The Contractor will provide temporary traffic control required to support construction.

Required Contractor Equipment:

The contractor must, at a minimum, have the following equipment available for use under this contract.

- Three 10 cubic yard end dump trucks capable of hauling Class III riprap.
- An excavator large enough to place Class III riprap
- A loader large enough to place Class III riprap
- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

Required Contractor Material:

The contractor must, at a minimum, have the following materials for use under this contract.

- Class III Riprap
- Class I Riprap
- 8" Minus Shot Rock

(II) CONTRACTOR AND EMPLOYEE QUALIFICATION:

The Contractor and all employees shall be capable and experienced in the operation of the specified equipment. The Department reserves the right to require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable.

Working Hours:

1. **Regular business hours:** For the purposes of this contract, regular business hours are considered from 6:00 am to 8:00 pm Monday through Sunday, including holidays. The contractor will not begin any regular business hour work until notified by the foreman. Any and all work that extends beyond regular business hours must be approved in advance.
2. **Non-Business Hours:** The Contractor will not begin any non-business hour work until approved.

Response Time:**For services provided during regular and non-business hours (items 1 and 2 above):**

Projects will be scheduled on an as-needed basis. When services are required, the DOT&PF Chief of Maintenance of designee will notify the contractor and they shall mobilize within 1 hour after being contacted.

Labor

The Contractor will be required to furnish all labor and equipment needed to complete each job under this contract.

Equipment

1. The Contractor must supply all necessary equipment to perform the maintenance. Please provide a list of the equipment that may be used during the performance of the intended contract.
2. The Contractor shall maintain all proper licensing and certifications for all equipment used under this contract.

Method of Award:

Award will be made to the lowest responsive and responsible bidders allowing any adjustment(s) for applicable bidder preference. The work required under the intended contract shall be on an As Needed Basis. The state does not guarantee any minimum or maximum purchase, level of work, or number of hours. Awards will be contingent upon receipt of proof of all required licenses and insurances.

Assignment:

The Contractor shall not assign any work without the prior written approval of the Procurement Officer of Record.

Subcontractors:

The Contractor shall not subcontract any work.

Hourly Rates:

When invoicing, the Hourly rates offered are to be billed in quarter hour increments. Hourly rates must include all incidental costs such as, but not limited to, estimates, office support, insurance, contractor overhead, contractor profit, and basic tools.

Codes and Standards:

All services provided shall comply with the latest editions of codes, laws and ordinances of Federal, State and local governing bodies and authorities having jurisdiction. In case of differences between State and Federal laws, local ordinances, utility companies' regulations and the Contract Documents, the most stringent shall govern.

Contract Terms and Conditions:

The Contractor shall provide the services required under the terms of this maintenance contract from Contract Signing through 9/15/2026.

The Contractor shall ensure a valid Alaska Business License with the appropriate Line of Business and business activity code is in effect at all times during the terms and any renewed periods of this maintenance contract for himself and any subcontractors.

If the contractor has not previously established a vendor number with the State of Alaska, the Contractor shall complete the Request for Taxpayer ID# and Information; Substitute Form W-9 currently located at http://doa.alaska.gov/dof/forms/resource/sub_form_w9.pdf and fax the completed form to 907-269-0831 before payment can be processed. Delay in submitting the form will delay payment until the form has been completed.

Direct Deposit:

If the contractor has not previously established direct deposit for payments with the State of Alaska, the contractor's shall complete the Electronic Payment Agreement, currently located at

http://doa.alaska.gov/dof/forms/resource/EDI_agreement.pdf and either mail or fax the completed form to the address or fax number as indicated.

(III) CONTRACTOR RESPONSIBILITIES:

Work Outline:

The Contractor shall be responsible for the services described below unless the Department representative modifies the scope of work through written direction.

Other Employment:

The Contractor, if an individual, shall perform this work as an independent Contractor. If the independent Contractor has other employment, they shall submit in writing that this other employment shall not interfere and/or distract from performing work on this contract.

Taxes:

The Contractor shall pay any federal, state, or local taxes incurred by it during performance of this contract.

Assignment of Contract Responsibilities:

The Contractor shall not subcontract this contract without the prior approval of the Department Representative. The Contractor shall be responsible for all aspects of this contract.

Other Equipment Used or Leased by Contractor:

Unless authorized in advance by the Department, if the Contractor leases any equipment from third parties for the performance of this contract, the Contractor will be solely responsible for reimbursement of any expense or liability associated with the rental agreement.

Work performed by the Contractor Beyond Scope of Contract:

Any additional services performed by the Contractor, which require additional compensation, must be approved in writing by the Department, and signed by the Department representative prior to commencement of any work.

State Assets:

It shall be the Contractor's responsibility to protect all State assets.

(IV) DEPARTMENT RESPONSIBILITIES:

Department Representative:

The Department will assign a representative who will be available, during reasonable time periods, in order to provide coordination and direction to the Contractor concerning matters related to the terms and conditions of this contract.

State Provided Materials:

Except as noted in Section (I) Scope of Work, the Department will NOT provide any parts, materials, equipment, labor or items needed for the Contractor's use when performing work under the terms of this contract.

(V) INDEMNIFICATION (loss, damage, and insurance)

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.

(VI) INSURANCE REQUIREMENTS

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: The State of Alaska, Department of Transportation and Public Facilities shall provide a policy that will protect the state against tort claims for negligent acts of the Contractor. This policy will only cover duties and services performed under this contract. The policy is only provided to those Contractors who are unable to secure a policy in the commercial market. For those Contractors who can obtain a policy in the performance of services under this agreement, please provide 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.

The Department of Transportation and Public Facilities shall be named as an additional insured for all automobile liability coverages. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In addition to providing the above coverage, the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of Contractor's ability to obtain insurance shall be furnished to the Department prior to award. Evidence of Insurance shall be furnished to the Department prior to issuance of a Notice to Proceed. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

“This is to certify that the policies described herein comply with all aspects of the insurance requirements for 2026 JNU Glacial Lake Outburst Flood (GLOF) Temporary Protective Measures PROJECT NO. SDRER00743”

(VII) TERMINATION

A The Department may terminate the contract by giving seven (7) days notice to the Contractor if:

- (1) The Contractor fails to comply with the terms of this contract. In this event, the Contractor shall forfeit the performance bond, if required.
- (2) The Contractor fails to begin work under this contract within the time specified in the contract documents.
- (3) The Contractor performs this work in an unsuitable manner or discontinues the prosecution of said work as defined in this contract.
- (4) The Contractor performs this work in an unsafe manner placing any parties involved in this contract at risk.
- (5) The Contractor makes an assignment for the benefit of creditors without the consent of the Contracting Officer.
- (6) The Contractor utilizes any State furnished equipment, materials, facilities and etc for any reason other than for the sole purposes of performing this contract in accordance with the contract work areas identified in paragraph (I)A above.

B The Department may terminate this contract by providing seven (7) days notice, at any given time, if funding for the contract, as allocated by the Alaska Legislature, is

insufficient for continuation of the contract. This contract is contingent upon funding of the Department's Operating Budget.

- C** The Contractor may terminate the contract by giving thirty (30) days written notice to the Department representative, with no penalty or forfeiture of performance bond, if one is required.
- D** The Department may terminate the contract in whole or in part for the convenience of the State.
- E** If there is any damage, waste, theft and etc. by the contractor or knowingly allows such activities, the contract may be immediately terminated by the Department. Examples are, but not limited to, damage beyond normal wear and tear to any structure or infrastructure, unauthorized consumption/use of any utility such as electricity or fuel, any type of damage of navigational aids and lights, and etc.

(VIII) PAYMENTS

Payments to the Contractor by the Department for services provided under the terms of this contract will be based on invoices submitted by the Contractor to the Department representative.

Contract prices for service will remain firm.