



STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

**INVITATION TO BID (ITB)
ITB No. 10-012-27**

DATE OF ISSUE: 09/24/2026

**TITLE:
Whipple Creek Phase I Subdivision**

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

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

Procurement Officer: Chris Brooks
Email: christopher.brooks@alaska.gov

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(State Funded)

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STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

INVITATION TO BID

for Construction Contract

Date 09/24/2026

ITB # 10-012-27 Whipple Creek Phase I Subdivision

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 9th day of October 2026.**

Location of Project: Whipple Creek (Ketchikan), Alaska

Contracting Officer: Chris Brooks, Procurement Specialist 5

Issuing Office: DNR/SSD/Procurement Section – 550 W 7th Ave., Suite 1330, Anchorage, Alaska 99501

State Funded ☒

Federal Aid ☐

Description of Work:

See Scope of Work and Exhibits.

The Engineer's Estimate is between \$500,000 and \$1,000,000

All work shall be completed by 04/15/2027.

The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

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

Bidding Documents for Project:

ATTN:

ITB No. 10-012-27
Whipple Creek Phase I Subdivision

State of Alaska
Department of Natural Resources
Procurement Section
550 W 7th Ave., Suite 1330
Anchorage, Alaska 99501

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: christopher.brooks@alaska.gov.

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

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

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

REQUIRED DOCUMENTS

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

1. **Bid Forms**
 - a. **Bid Form (Form 25D-9DNR)**
 - b. **Bid Schedule**
 - c. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
 - d. **Certification Regarding Drugfree Workplace Requirements**
2. **Bid Security (Bid Bond) – (Form 25D-14DNR)**

REQUIRED FOR BID MODIFICATIONS. Any bid revisions must be submitted by the bidder prior to bid. Use the following form to modify Manual (paper) bids:

3. **Bid Modification (Form 25D-16)**

REQUIRED FOR CLAIMED PROCUREMENT PREFERENCE. The Department will not consider a claimed procurement preference unless a bidder submits the appropriate, signed certification(s) for the claimed preference at the time of bidding:

-
4. **Alaska Bidder Preference Certification (Form 25D-19)**
 5. **Alaska Products Preference Certification (Form 25D-20)**
 6. **Alaska Veteran Preference Certification (Form 25D-17)**
 7. **Alaska Military Skills Preference Certification (Form 25D-21)**

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 (Form 25D-8)**
5. **Certificate of Insurance (from carrier)**



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

ITB # 10-012-27 Whipple Creek Phase I Subdivision

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 on the fifth working day after receipt of written notice from the Department.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: ☐ All Work on the above-referenced project will be accomplished without subcontracts

Or

☐ List all first tier Subcontractors as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONTRACTOR'S QUESTIONNAIRE

ITB # 10-012-27 Whipple Creek Phase I Subdivision

Project Name and Number

A. FINANCIAL

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

☐ NO

☐ YES

If YES, explain:

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

B. EQUIPMENT

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

ITEM	QUAN.	MAKE	MODEL	SIZE / CAPACITY	PRESENT MARKET VALUE

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

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

☐ NO

☐ YES

If YES, describe type, quantity, and approximate cost:

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

☐ NO

☐ YES

If YES, describe type and quantity:

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

☐ NO

☐ YES

If NO, explain:

C. EXPERIENCE

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

☐ NO

☐ YES

If YES, explain:

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

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

Name of Contractor

Name & Title of Person Signing

Signature

Date



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID FORM

for

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 09/24/2026, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at Whipple Creek, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of one sheet, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Natural Resources as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within N/A calendar days, after the effective date of the Notice to Proceed, or by 04/15/2027, unless extended in writing by the Contracting Officer.

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

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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

Signature of Authorized Company Representative

Typed Name and Title

()

Phone Number

()

Fax Number

Email Address

(See Reverse Side for Instructions)

Bid Phase: _____ Bidder: _____

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

Date _____

Page 1 of 2

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: madeinalaska@alaska.gov

BIDDERS INSTRUCTIONS:

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

B. Form Completion – BASIC BIDS.

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

C. Form Completion – ALTERNATE BIDS.

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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: ITB # 10-012-27 Whipple Creek Phase I Subdivision

Bidder/Proposer (company name): _____

Operation of Alaska Bidder Preference

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

Instructions regarding Alaska Bidder Preference

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

Alaska Bidder Certification

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

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

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

By (signature)

Date

Printed name

Alaska Business License Number

Title:



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA VETERAN PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number: ITB # 10-012-27 Whipple Creek Phase I Subdivision,

Bidder (Contractor) _____

Operation of Alaska Veteran Preference

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

The bidder must be:

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

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

Instructions regarding Alaska Veteran Preference

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

Alaska Veteran Certification

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

I hereby represent to the Department that:

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

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

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

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

By (signature)

Date

Printed name

Title

Qualifying Entity Veteran Certification

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

(Check the appropriate box)

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

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

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification).



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA MILITARY SKILLS PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number: ITB # 10-012-27 Whipple Creek Phase I Subdivision

Bidder (Contractor) _____

Operation of Alaska Military Skills Preference

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

The bidder must be:

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

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

Instructions regarding Alaska Military Skills Preference

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

Alaska Military Skills Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Military Skills status. If bidder is a partnership, limited liability company, or corporation, then employee(s) who are claiming Alaska Military Skills must sign this Alaska Military Skills Certification for the Bidder to be eligible for this preference and provide proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321).

I hereby represent to the Department that:

I have one or more employees who are currently enrolled in, or have graduated within the past two years from, a United States Department of Defense SkillBridge or United States Army Career Skills Program. These programs provide service members or their spouses with civilian work experience, industry training, pre-apprenticeships, registered apprenticeships, or internships during the final 180 days before separation or retirement from the military.

Alternatively, I maintain an active partnership with an entity that employs apprentices through a program as outlined in AS 36.30.321.

Additionally, I am a resident of Alaska, meaning I am physically present in the state with the intent to remain indefinitely and establish a permanent home here.

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

By (signature)

Date

Printed name

Title

Qualifying Entity Military Skills Certification

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

(Check the appropriate box)

- ☐ employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army Career Skills Program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- ☐ has an active partnership with an entity that employs an apprentice through a program described in AS 36.30.321.
- ☐ proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321.

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

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Military Skills Preference, you must also submit an Alaska Bidder Certification).

Scope of Work

Whipple Creek Phase I Subdivision

Whipple Creek (Ketchikan), Alaska

Invitation to Bid # 10-012-27

Scope of Work

The Department of Natural Resources (DNR), Mental Health Trust Authority, Trust Land Office (TLO) requires a Contractor to create a subdivision road that will lead to developing lots for sale to generate a profit for the trust beneficiaries.

The Whipple Creek parcel is located along Whipple Creek, approximately 11 miles North of Ketchikan along North Tongass Highway. The Whipple Creek Phase I Development includes a tract of nearly 20 acres bisected by North Tongass Highway and Whipple Creek, with the ocean on the west side, bounded by Pond Reef Road along the north side, and the Vallenar View Trailer Park on the south. An 1,100 foot loop road will be constructed for this new subdivision with connection to the North Tongass Highway at two access points: the existing entrance to Vallenar View trailer court and a new second entrance farther north off of the highway to be permitted by the Department of Transportation and Public Facilities (DOT&PF). The TLO intends to have power/telecom service and potentially water stubbed out at the top of each lot.

The subdivision roadway layout has been flagged and centerline brushed at the site. Overburden soil depths were recorded with a probe every fifty feet on centerline.

A successful bidder will be selected by the TLO to provide all of the Ketchikan Gateway Borough (KGB) required infrastructure construction services for an 1,100 foot road to complete the Whipple Creek Phase 1 Subdivision.

Reference attached Exhibits A through H for maps and figures of this project.

Construction Specifications

The construction of the 1,100 foot road will be constructed and completed to the KGB Public Works Department's Road Construction Standard (Exhibit A), for a Category II Road with an approved width variance of 20 feet.

The successful bidder will provide a functioning useable subdivision road and utility access, with sufficient surface drainage structures. The TLO quarry will supply rock material for this effort. The road access is expected to pass inspection by KGB for the Category II Road. The Contractor is expected to familiarize themselves with the area, TLO property (Exhibit B), site conditions, and the included exhibits prior to submitting formal questions and/or a bid for the project. Work includes

all site preparations including timber felling within the ROW, clearing and grubbing, excavation, end-haul, rock drill and shooting for constructing the road prism, rock pit development (including timber felling, stripping of overburden, drilling and shooting material preparations), placement of road fill materials including any required compaction, grading, and surface drainage structures, and related materials installed and constructed for the Whipple Creek Phase I Subdivision (Exhibit C).

The TLO will interface with KGB and the DOT&PF and has received preliminary preapproved KGB specifications identified for the project. The Contractor will construct road access to reach the subdivision lots, with siting for the electrical and potential waterline (Exhibits C and D).

Contractor shall provide at completion of the project a finished road and quarry site development meeting each of the following:

Perform Site Preparation Ground Works

The successful Contractor will perform subdivision site clearing of the trees from within the 60 foot road right of way (ROW) including: timber falling, clearing and grubbing, and any necessary end-haul of the overburden materials including stumps and slash. Contractor to excavate root wads, organics, and overburden material by end-hauling when excessive side-casting of material within the ROW will result in an unsightly appearance or interfere with the installation of power/telecom and waterline installation. Material left on site must not impede road construction and siting for the installation of electric and water utilities, and driveway locations at each lot. Sidecast of material only as appropriate for the subdivision function and esthetics. Any material that cannot meet this specification will be end-hauled to the designated TLO location near the rock quarry area or other private land if feasible. All cleared timber logs will be removed and taken to the TLO site near the quarry and neatly decked. Construction work includes preparing open ditch surface drainage and culvert structures, grading, elevations, and infrastructure for the road access (Exhibits D and F).

Develop TLO Quarry Site for Rock Material Use

Contractor will perform all necessary work to develop a useable rock quarry for sourcing TLO owned rock at the TLO's owned land on the upper Whipple Creek site (Exhibit E). The area has had a field excavations assessment of the material and rock present performed by Pool Engineering during the 2024-25 field season (Exhibit H). This was done to confirm the presence of adequate quality rock for potential road construction, compaction and for building drivable surfaces capable of being paved.

- Work will include a rock pit development plan presented for approval that includes all development of the rock pit area;
- Falling of timber on site and removal of overburden material;
- Drill and shoot activities for developing pit run rock;
- Provide rock material needed for Phase I road construction (in quantity determined by contractor suitable to complete the road to KGB specifications).

Construction of Subdivision Road

Contractor will construct the subdivision access as a Category II Road of approximately 1100 feet in length with two access points (Exhibits C and D). One access will be the existing road used by the trailer court that is constructed on TLO owned property; and a new access point onto the highway will be developed by the contractor closer to the Whipple Creek bridge. The new driveway access point must be constructed to meet the DOT&PF North Tongass Highway ROW (Exhibit G) and the DOT&PF driveway permit secured by the TLO.

The subdivision roadway width will be constructed to a minimum width of 20-feet of drivable road surface that is capable of carrying a 75,000 pound fire truck. This includes adequate surface drainage features, ditches and culverts to prevent water ponding.

- The DOT&PF driveway permit has been secured by the TLO. The driveway will be constructed to the specifications and satisfaction of the DOT&PF permit;
- The road will be constructed to meet KGB Category II Road specifications in Exhibit A.
 - i. This includes all drainage structures, ditches and culverts where required.
 - ii. Road surface material crushed rock D1 specification minimum 6" depth.
 - iii. Turnout at each lot driveway location.

Electrical Power, Telecom, and Water Coordination

Electrical and telecommunications equipment will be installed by KPU. The overhead power poles and other above ground power service will be along the subdivision road and installed at the top of each surveyed lot. It will be capable of serving 17 standard residential homes, with poles, equipment, transformers, and wiring stubbed out at the road to serve each of the lots.

Contractor will need to coordinate with KPU on locations for a pole and meter equipment at each lot where no sidecast overburden will be placed. In addition, a waterline is being planned for placement approximately 15 feet from the road prism on the outside road curve from the North Tongass Highway to Vallenar View Trailer park by Northern Utilities Services. Coordination with that effort will also be necessary.

Road Completion Approval

Final road certification and approval will be conducted by the KGB based on the specifications required by the KGB Category II Road standards along with DOT&PF approval for the driveway construction under the permit.

Traffic Control, Signing and Safety

- Contractor will provide for all required traffic control measures and safety requirements that may be necessary for the construction of this project.

Construct Subdivision Access Road

- Complete road construction to KGB Category II Road as shown in (Exhibits A, C and D) of 1,100 feet in length, with a minimum 20 foot driving width surface;
- Highway access points enter the subdivision at North Vallenar View Driveway (on TLO property), and exit subdivision onto the North Tongass Highway at a new access point closer to Whipple Creek bridge (currently flagged). Construct the new driveway at North Tongass highway to DOT&PF permit specific construction requirements.

Rock Quarry Development at TLO Site

- Contractor will provide a rock pit development plan to the TLO for approval for developing the TLO site and owned material (Exhibit E);
- Contractor will provide all surveying, equipment, labor, and materials to develop, drill, shoot and process rock material to specifications meeting the KGB Category II road requirements;
- Contractor will record a log to provide to the TLO of the material volumes developed, trucked, and utilized on the project;
- Contractor will leave the rock pit organized, orderly, with a well-drained floor with oversized rock and usable for future rock pit shots.

Clearing and Grubbing

Contractor will fall all timber within the 60 foot ROW clearing limits. Trees will be bucked into preferred length (provided by TLO), hauled to rock quarry area and decked neatly out of the way for future use and disposal. All logs must be hauled to the quarry area and out of the ROW.

Contractor will clear and grub all stumps and woody debris within the 40 foot road prism area, drainage ditch and culvert line, electrical/telecom, and waterline location. Stumps and woody debris may be turned over and buried within the ROW outside of road prism and covered with sidecast organics excavated from road prism. The finished look must be aesthetically pleasing and is subject to TLO Project Manager approval. Excess stumps and woody debris will be required to be end-hauled to an approved site or to a private lot if more convenient.

Road Prism Excavation

Contractor will excavate all common organic material to bedrock and/or the minimum depth required by KGB Category II Road standards. Sidecast is acceptable as long as it does not affect subdivision function (cannot impede lot driveways and utility locations), aesthetics, and with TLO final approval. Any material that cannot meet this specification will be end-hauled to the TLO designated location near the rock pit development area or other private land if feasible.

Road Rock Material

Contractor will develop material from the TLO rock quarry, haul, and provide the fill and material to complete the road prism to KGB standards.

- Road fill will be pit run 1-foot minus rock except for the last 12 inches of fill that is to be 6 inch minus meeting KGB specifications. Material quantity to build to KGB specifications for a 20foot width minimum drivable surface. All material will be sufficiently compacted and free of organic materials;
- Road to be surfaced with D1 crushed material to minimum 6 inch depth, fill, shape, compact, and graded. Surface will be crowned and shaped sufficient for a higher end subdivision;
- Drainage structures- Surface water and storm drainage open ditches and culverts are to be installed and completed to prevent ponding and flooding (minimum 18 inch culverts).

Coordination

Contractor is expected to coordinate regularly.

- The Contractor is expected to coordinate with the TLO Project Manager regularly. Any changes, while welcomed if they result in efficiencies and or cost reductions, must be approved by the TLO Project Manager in advance;
- Electric/Telecom and Water Services will be installed by others. Electric/telecom is under a separate TLO contract with KPU, and water is by Northern Utility Services. Siting at each lot will require Contractor support and coordination for stub outs at the top of each lot.

Certification and Approval

The construction of the road will be certified and approved by the Ketchikan Gateway Borough Public Works Director or his designee for the KGB Category II Road specifications and by DOT&PF for the construction of the driveway on to North Tongass Highway for the driveway permit specifications.

Additive Alternate:

The following additive alternate for additional work, may or may not be awarded to the successful bidder depending on availability of TLO funds and is at the complete discretion of the TLO. The work is in no way guaranteed to be done under this subdivision project phase.

Driveways

Construct and provide all materials, equipment, and labor to install driveways at each of the 17 lots from the subdivision road. Driveways of a minimum of 12 feet in width, 40 feet or less in length, and up to 3.5 feet fill depth. Driveways are envisioned to access each lot's most desirable area and potential house site, generally flagged as the highest point on the site or area with the best viewshed. Estimated home sites have been field tagged for each lot. Bidders shall use the Bid Schedule to identify the pricing for the Additive Alternate.

Project Location

Whipple Creek (Ketchikan), Alaska

Worksite Inspection

Potential bidders are encouraged to visit the worksite so they can see the conditions and areas under which the work described will be performed. Bidder's failure to visit the worksite 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 Invitation to Bid. The worksite may be inspected by contacting Jeff Hermanns at (907)205-0322 or jeff.hermanns@alaska.gov.

Project Completion Deadline

This project must be completed no later than 04/15/2027. The Contractor is responsible for notifying the DNR Project Manager or Designee prior to mobilization/beginning operations, any time 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 DNR Project Manager or Designee for completion of work, due to unforeseen weather conditions prohibiting work. Any extension for completion of services must be approved in writing by the Procurement Specialist via written change order to the contract.

Contractor Responsibilities

1. Provide all necessary materials, equipment, labor, maintenance, transportation, lodging, and per-diem to complete the scope of work;
2. Provide equipment and operator capable of performing work;
3. Mobilization/Demobilization;
4. Obtaining all required permits and licenses prior to beginning work;

5. Demobilize and clean-up of work site. All areas will be left in as clean or better condition than when the Contractor arrived. All construction debris is to be removed from the construction site;
6. Adhere to indemnification and insurance requirements outlined in this Invitation to Bid during the life of the contract.

Mobilization and Demobilization

Mobilization and demobilization costs must be included in the bid prices offered for this Invitation to Bid.

Problems and/or Discrepancies

If at any time contract operations do not meet DNR 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 DNR. Failure to correct operational problems in a timely manner will result in the termination of the Contractor on the project. DNR 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 DNR Project Manager or Designee regarding performance of this contract.

Contract Scheduling

Contractor will be required to submit an operating plan to the DNR Project Manager or Designee for approval prior to construction services 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 DNR Project Manager or Designee.

Subcontractors

A list of subcontractors must be provided along with the bidders bid.

Pre-Construction Meeting

A pre-construction meeting will be required before the Contractor begins construction services. The Contractor will coordinate a date/time with the DNR Project Manager or Designee to conduct the pre-construction meeting.

Contract Cost

The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the

right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

Bid Bond, Payment Bond, Performance Bond

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

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Procurement Specialist, after receiving notification of the acceptance of their bid.

Method of Award

Award shall be made based on the lowest responsive and responsible bid and availability of TLO funds.

Invitation to Bid – Deadline for Receipt of Questions

Questions regarding this Invitation to Bid shall be sent to christopher.brooks@alaska.gov. The deadline for submission of questions is 10/02/2026 at 2:00 PM Alaska Time.

Invitation to Bid – Deadline for Receipt of Bids

Bids shall be sent to christopher.brooks@alaska.gov. The deadline for submission of bids is 10/09/2026 at 2:00 PM Alaska Time. Bids received after this deadline shall be deemed non-responsive.

Bidders are required to submit the following completed documents prior to the established deadline for bid submission:

Bid Form (Form 25D-9DNR)

Bid Schedule

Contractor's Questionnaire (Form 25D-8DNR)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification Regarding Drug-Free Workplace Requirements

Bid Security (Bid Bond) – (Form 25D-14DNR)

Bidders who do not submit all required forms by the established deadline for bid submission will be considered non-responsive.

Bidders seeking to claim a preference must submit the relevant, fully completed preference certification form together with their bid prior to the deadline for submission of bids. Preference certification forms submitted after the established deadline for submission of bids will not be considered. The following is a list of preferences available under this Invitation to Bid:

- Alaska Bidder Preference Certification (Form 25D-19)
- Alaska Product Preference Certification (Form 25D-20)
- Alaska Veteran Preference Certification (Form 25D-17)
- Alaska Military Skills Preference Certification (Form 25D-21)

Contract Administration

Contract administration for issuing any written change orders to a contract resulting from this Invitation to Bid will be the responsibility of the DNR Procurement Specialist. The DNR Procurement Specialist may be contacted by email at christopher.brooks@alaska.gov. Only the Procurement Specialist has full authority to alter, amend, or change a contract resulting from this Invitation to Bid.

Day-to-day contract administration is the responsibility of the DNR Project Manager, Jeff Hermanns, or Designee. Jeff Hermanns may be contacted by phone at (907)205-0322 or by email at jeff.hermanns@alaska.gov. Neither Jeff Hermanns nor Designee can substantially change or alter a contract resulting from this Invitation to Bid.

Inspection and 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 DNR Project Manager or Designee, responsible for coordinating this project. DNR may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. DNR 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 DNR to terminate the contract. In this event, DNR may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Contract Changes – Unanticipated Change Orders

During the course of the 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 DNR Project Manager or Designee will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule and price for accomplishing the additional work. Cost and pricing data must be provided to justify the cost of such change orders per AS 36.30.400. The Contractor will not commence additional work until DNR has secured any required approvals necessary for the change order and issued a written change order.

Substantial Completion Inspection and Final Completion Inspection

The Contractor shall notify the DNR Procurement Specialist when the substantial completion inspection and final completion inspection process shall begin. The DNR Procurement Specialist will issue a substantial completion inspection form to the Contractor. The final completion inspection will occur once all physical work for the project has been completed. The DNR Project Manager or Designee will coordinate with the Contractor to conduct the final inspection.

Termination for Cause

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its bid that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DNR may terminate the contract if DNR provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DNR terminates the contract for default, DNR reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

Termination for Convenience

DNR may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DNR terminates the contract for convenience, DNR is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

Effect of Termination

Upon termination by DNR, the Contractor shall:

- Stop work as directed by DNR. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DNR may direct, for the protection and preservation of the goods or services;

- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DNR all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

Payment of Work

Complete payment will be made 1) upon completion of the project to the satisfaction of the DNR Project Manager or Designee 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 Invoice Recipient

Contractor shall send invoices to:

Attn: Dean Robinson, Trust Resource Manager

2600 Cordova Street, Ste 201

Anchorage, Alaska 99503

Phone: (907)269-8659

E-mail: dean.robinson@alaska.gov

Questions concerning payment must be addressed to the DNR point of contact identified above.

DNR Project Manager

The DNR Project Manager or Designee is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DNR and the Contractor. The DNR Project Manager for this project is:

Attn: Jeff Hermanns, Trust Resource Manager

2600 Cordova Street, Ste 201

Anchorage, Alaska 99503

Phone: (907)205-0322

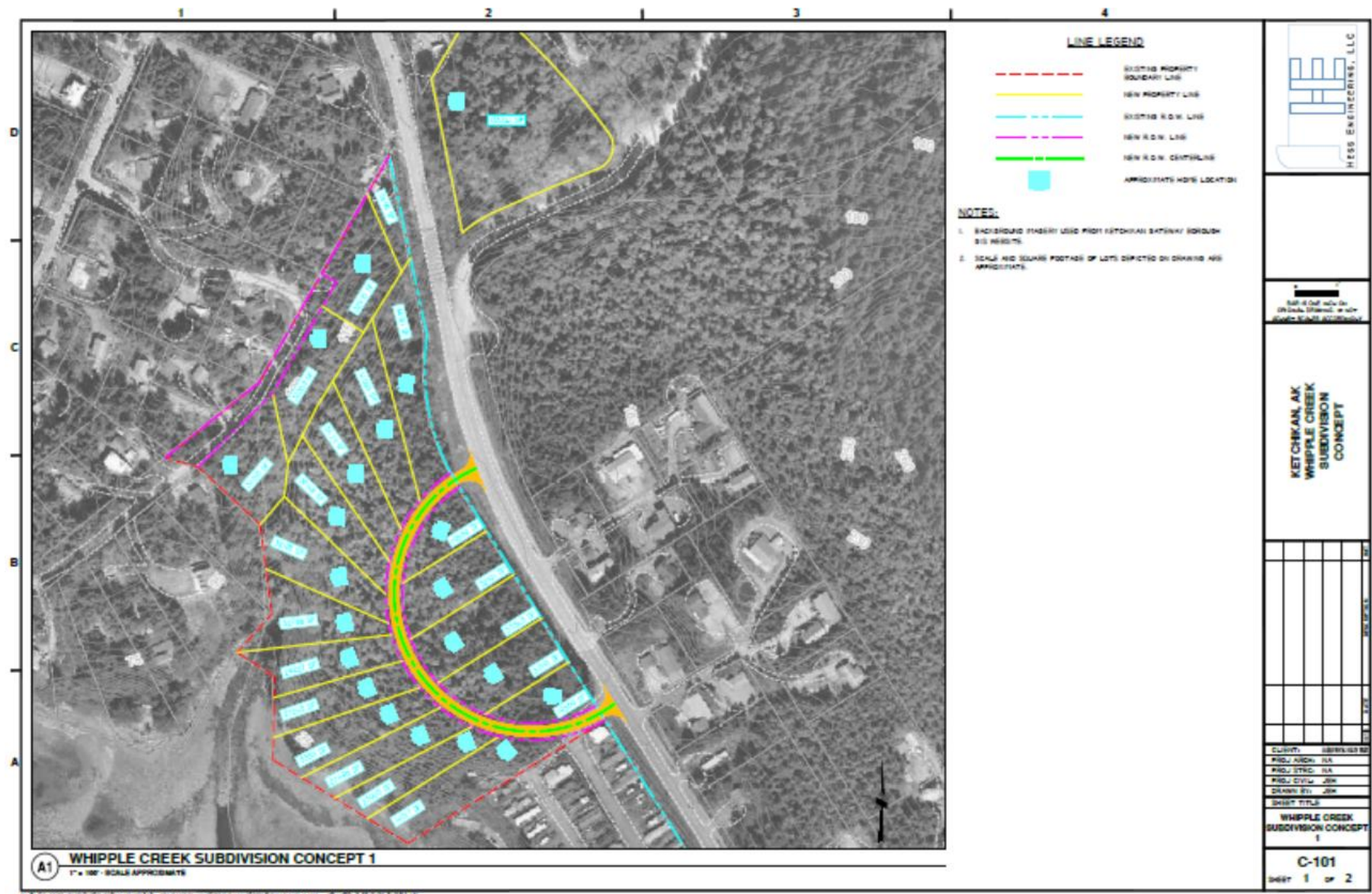
E-mail: jeff.hermanns@alaska.gov

ALASKA MENTAL HEALTH TRUST TRUST LANDS OFFICE	LOCATION KETCHIKAN	PROJECT WHIPPLE CREEK SUBDIVISION	EXHIBIT B TLO LAND TRACTS, PHASE 1 IS THE INSET	1 page
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ALASKA MENTAL HEALTH TRUST TRUST LANDS OFFICE	LOCATION KETCHIKAN	<u>PROJECT</u> WHIPPLE CREEK SUBDIVISION	EXHIBIT A KETCHIKAN GATEWAY BOROUGH ROAD STANDARDS	15 PAGES
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COPY OF THE KGB ROAD STANDARDS & REQUIREMENTS, PAGES 1 THROUGH 15.



Whipple creek subdivision specification exhibits

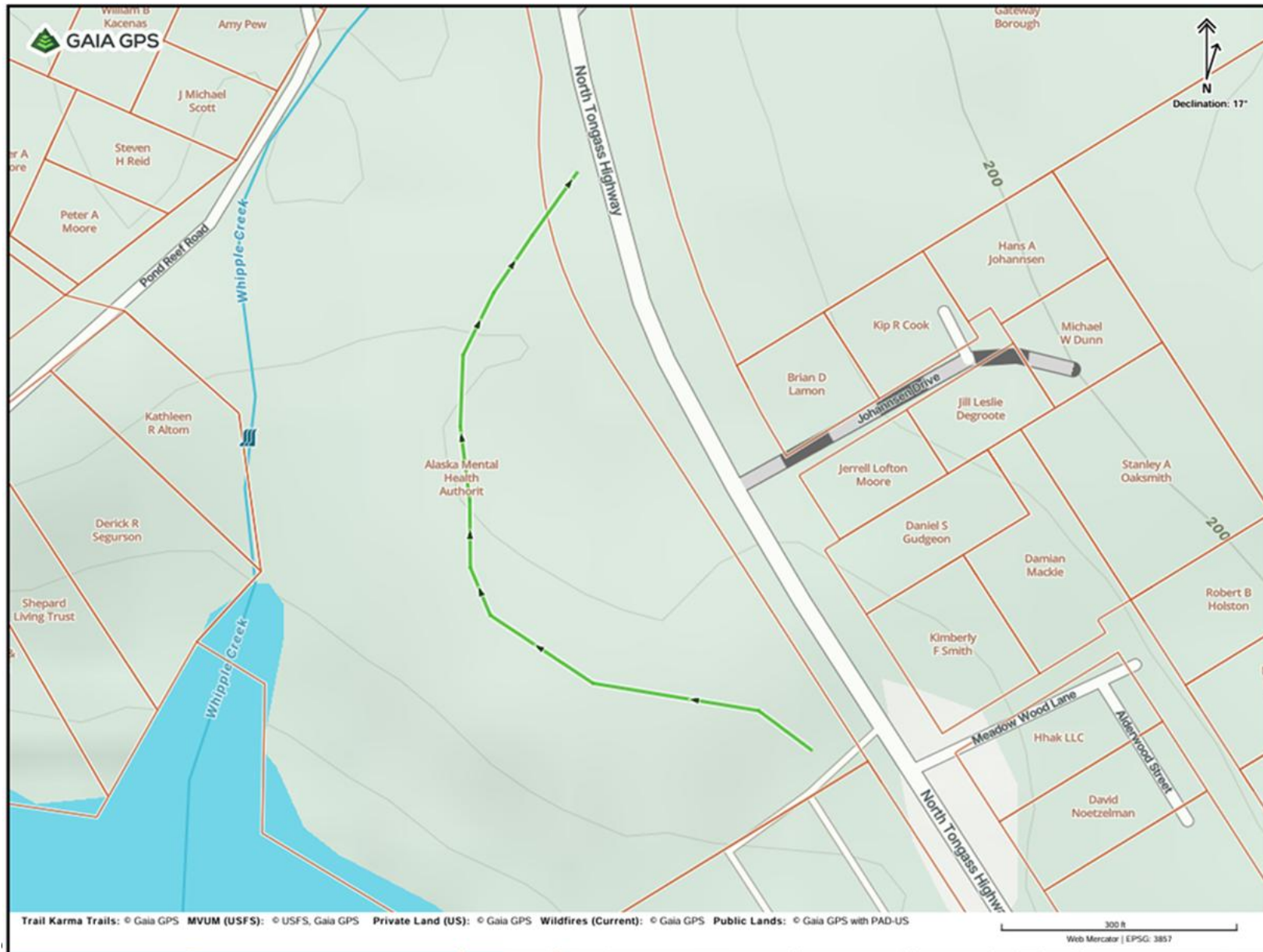
ALASKA MENTAL
HEALTH TRUST
TRUST LANDS OFFICE

LOCATION
KETCHIKAN

PROJECT
WHIPPLE CREEK
SUBDIVISION

EXHIBIT D
ROAD LAYOUT GPS, BRUSHED,
WITH BLUE FLAGGING

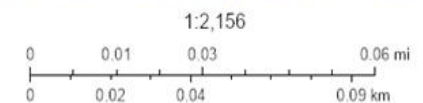
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ArcGIS Web Map



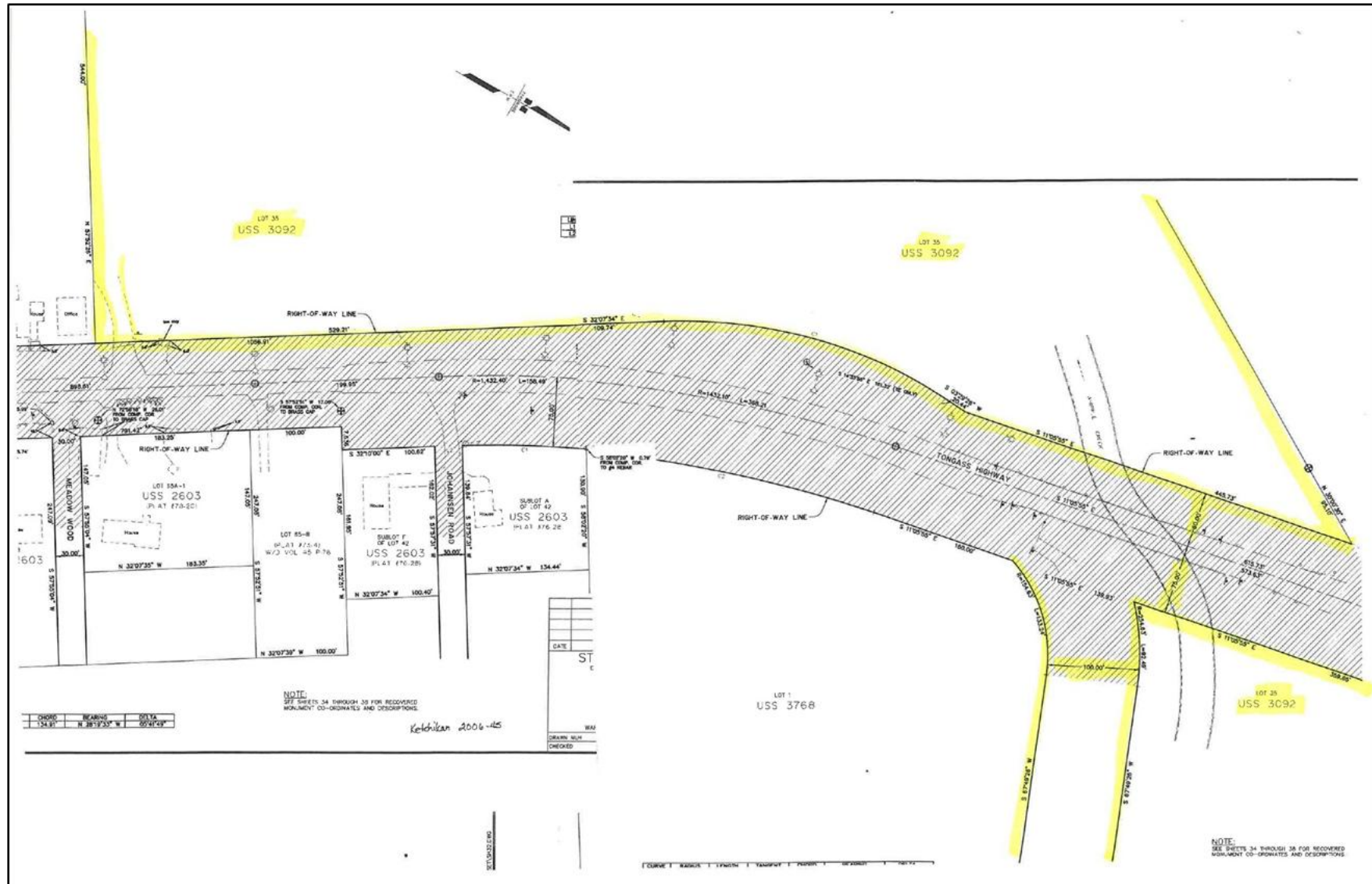
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ALASKA MENTAL HEALTH TRUST TRUST LANDS OFFICE	LOCATION KETCHIKAN	PROJECT WHIPPLE CREEK SUBDIVISION	EXHIBIT F SITE SOIL PROBE DATA	1 PAGE
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WHITE FLAGGING IN FIELD IS SOIL PROBE DATA FROM CENTERLINE OF INITIAL 1,300 FOOT ROAD LOOP CONCEPT FOR INFORMATION PURPOSES ONLY, CONTRACTOR SHOULD FIELD VERIFY THEMSELVES

Whipple Creek Subdivision Road Layout Cross Section Soil Probe Summary			
Road Station	CL Distance	Probe Depth	Soil Description or Field Notes
0+0	C/L	0.0	
0+50		2.5	Start at property line Vallanar View Driveway Probes taken at general CL 'road'. Overburden of peat organics, wet mud, silty rock mix (no samples taken)
1+00		3.5	
1+50		4.5	
2+00		7.0	
2+50		1.0	
3+00		2.5	Over trees root wad
3+50		2.0	
4+00		1.0	
4+10			
4+50		2.0	
5+00		3.0	Surface water flow add culvert
5+50		3.5	
6+00		1.5	
6+50		4.0	
7+00		2.5	
7+50		4.0	Rock nob cut depth of 5'
8+00		2.5	
8+50		4.0	
9+00		5.0	
9+50		1.5	
10+00		5.0	Rock nob cut 10' depth
10+50		3.0	
11+00		5.0	
11+50		6+	
12+00		4.5	
12+50		3.5	Did not hit bottom rock Surface water add culvert Loop road rejoins itself End back at loop road
13+00		4.0	
13+15		4.0	
Road loop of 1350', and stub road to end lots 150-200'			



ALASKA MENTAL HEALTH TRUST TRUST LANDS OFFICE	LOCATION KETCHIKAN	PROJECT WHIPPLE CREEK SUBDIVISION	EXHIBIT H TLO QUARRY SITE ROCK SAMPLE RESULTS	1 PAGE
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EMAIL OF FIELD TEST RESULTS OF THE QUARRY

From: Chuck Pool <chuck@poolinc.com>
Sent: Friday, September 19, 2025 4:19 PM
To: Vachris, Katie A (DNR) <katie.vachris@alaska.gov>
Cc: Hermanns, Jeff D (DNR) <jeff.hermanns@alaska.gov>
Subject: Re: Invoice for the Whipple Creek Rock Pit

Whipple Creek Soils Investigation Results

We used a Hitachi 210 excavator to test the overburden depth at the hill side next to the ball field on TLO property at Whipple Creek. The purpose of the investigation was to ascertain the presence of bedrock for a rock quarry site for development of TLO land in the Whipple creek area.

The First. Test Pit was located on the SE side of the hill adjacent to the ball field. Pit was excavated to approximately 15' deep material was silty sand and gravel with 2' of organic material on top.

The Second Test Pit was located on the SSE side of the hill adjacent to the ball field. Pit #2 was excavated to approximately 15' with 2' of organic material on top and the remainder of excavation in relatively clean sand and gravel with little silt.

The Third Test Pit was located on the South side of the hill adjacent to the ball field, about 30' higher on the hillside. The pit was excavated to approximately 10' to bedrock with 10' of organic material and woody debris covering the area.

The excavator was moved to the top of the hill and dug a series of shallow pits around the crest of the hill, encountering weathered granitic bedrock on the entire hill top, with 1' to 3' of organic material and brush cover.

Conclusion: We think the site would produce an adequate amount of quarry rock of good quality for development of roads and house pads in the Whipple Creek area. Pit development may require some extra effort but is certainly feasible.

Thanks for the opportunity to be of service, Chuck Pool



BID SCHEDULE
STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES

Project Name: Whipple Creek Phase I Subdivision

Project Number: ITB # 10-012-27

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

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

Notice: Contract award will be made on the basis of Basic Bid plus Additive Alternate 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	Pay Unit	Quantity	Bid Price
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BASIC BID

1A	Whipple Creek Phase I Subdivision	Lump Sum	All Required	\$
2A	Additive Alternate – 17 Driveways	Lump Sum	All Required	\$

Total Bid Price of Basic Bid 1A and Additive Alternate 2A

\$ _____.

Written Amount: _____ DOLLARS

Company Name:

Authorized Representative's Printed Name:

Authorized Representative's Signature:

Date Bid Schedule Signed:



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONSTRUCTION CONTRACT

ITB # 10-012-27 Whipple Creek Phase I Subdivision

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

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

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of _____ its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Dollars

(\$ _____), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before 04/15/2027.

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

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Email Address

Date

(Corporate Seal)

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

Signature of Contracting Officer

Date

Typed Name



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PAYMENT BOND

Bond No. _____

For

ITB # 10-012-27 Whipple Creek Phase I Subdivision

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

Surety: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

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

Alaska Department of Natural Resources Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PERFORMANCE BOND

Bond No. _____

For

ITB # 10-012-27 Whipple Creek Phase I Subdivision
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Natural
Resources any sums paid him which exceed the final payment determined to be due upon completion of the project, then these
presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Natural Resources Authorized Representative

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID BOND

For

ITB # 10-012-27 Whipple Creek Phase I Subdivision

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

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

Corporate
Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

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

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the State of Alaska 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 State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error, or omission of the Contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “State of Alaska” 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 State of Alaska’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting the Contractor’s indemnification, it is agreed that the 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 of Alaska 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. If the insurer does not notify the State of Alaska on policy cancellation it shall be the Contractor’s responsibility to notify the State of Alaska of such cancellation.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and may be grounds for termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a “claims-made” basis must have a two-year tail of coverage, or an unbroken continuation of coverage for two years from the completion of the contract requirements

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 Employers Liability with limits of at least \$1,000,000.00. Also, where applicable, the Contractor shall provide and maintain 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 of Alaska.**

2.2 Commercial General Liability Insurance including:

- \$2,000,000.00 General Aggregate
- \$2,000,000.00 Products/Completed Operations
- \$1,000,000.00 Personal & Advertising Injury
- \$1,000,000.00 Each Occurrence
- \$5,000.00 Medical Payments

The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

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 \$1,000,000.00 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.