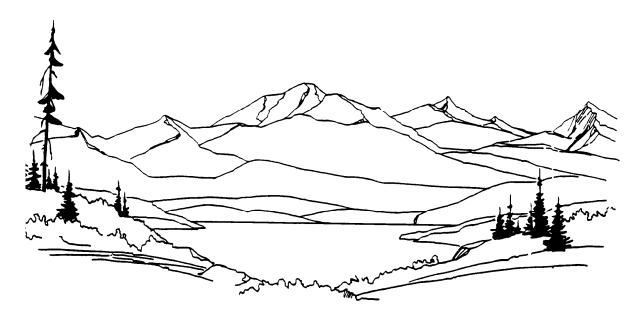
DIVISION OF PARKS AND OUTDOOR RECREATION



SMALL PROCUREMENT CONTRACT FOR CONSTRUCTION

JONESVILLE MINE ADIT CLOSURE - REBID PROJECT NO. 59560-3



STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES INVITATION FOR QUOTES FOR A SMALL PROCUREMENT

(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Jonesville Mine</u>	Procurement Agency and Address:	
Adit Closure - REBID	Division of Parks and Outdoor Recreation	
	Design and Construction Section 550 W. 7 th Avenue, Suite 1340	
<u>Project No. 59560-3</u>	Anchorage, AK 99501	
Location: Sutton, Alaska		
Procurement Officer: Rys Miranda	Date of Issuance: August 21, 2025	
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF A	TTACHMENTS:	
Import and place riprap to close off an abandoned mine adit.		
The Project cost estimate is: under \$10,000 \$10,000 - \$50,000		
The following insurance coverages are required: Workers Con		
Bonding Requirements: Any project in excess of \$100,000 must be b The undersigned proposes to furnish Payment Bond in the amount of 10 contract), as surety conditioned for the full, complete and faithful per Payment Bond SPC-005DNR and Performance Bond SPC-006DNR for	00% and Performance Bond in the amount of 100% (of the formance of this contract. (See Bid Bond Sheet 25D-14,	
	1 day of September, 2025. Late quotes cannot be will not be discriminated against on the grounds of race, color, vitation. Any errors, omissions, or questions pertaining to ents, or inquiries pertaining to site conditions or scheduled visits 550 W. 7th Avenue, Suite 1340; Anchorage, AK 99501, at (907) 269-8917.	
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitted the <i>Instructions to Offerors</i> , page 2 of the <i>Instructions to Offerors</i> , page 2 of the <i>Instructions to Offerors</i> , page 2 of the <i>Instructions to Offerors</i> , page 3 of the <i>Instructions to Offerors</i> , page 4 of the <i>Instructions to Offerors</i> , page 5 of the <i>Instructions</i>		
- VERBAL QUOTES SHALL BE GIVEN TO AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE	E STATED DEADLINE. (See above Bonding Requirements.)	
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SU ATTACHED. (See above Bonding Requirements.)	WITHDRAWALS, MUST BE RECEIVED PRIOR JBMITTED ON FORM SPC-002DNR, QUOTE SUBMITTAL,	
Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed e quotes must allow time for delivery and the envelope must be marked as follow		
Quote for Project:	Procurement Agency Address:	
Name: Jonesville Mine Adit Closure - REBID Number: 59560-3 Attn: Rys Miranda	DPOR, Design and Construction 550 W. 7 th Avenue, Suite 1340 Anchorage, AK 99501	
Quote amendments or withdrawals must be made in writing to the individual received prior to the time for quote submittal.		



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered. Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

- 1. **ORALLY** if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
- 2. **WRITTEN** if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

<u>SUBCONTRACTOR LISTING:</u> Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all responsive oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at http://doa.alaska.gov/dgs/pdf/pref2.pdf. A detailed description of the Alaska Products Preference Program is available at http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003DNR, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsible, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

3. INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts: 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, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.
- **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 occurrence.

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SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: Jonesville Mine Adit Closure - REBID	Procurement Agency and Address: Parks and Outdoor Recreation
D ' (N 50560.2	Design and Construction Section
Project No. 59560-3	550 W. 7 th Avenue, Suite 1340
Location: Sutton, Alaska	Anchorage, AK 99501
Procurement Officer: Rys Miranda	Date of Issuance: August 21, 2025
	Bid is Due: September 11, 2025
QUOTE: Offerors must read all attachments to this sch	nedule.
SEE ATTACHED	BID SCHEDULE
	•
	· ·
	-
conditions required for Project number <u>59560-3</u> . I agree to for the above amount(s). The Work shall be accomplished i	, and understand the scope of services and of furnish all necessary labor, materials, and equipment n a professional manner acceptable to the Procurement
	, and understand the scope of services and of furnish all necessary labor, materials, and equipment in a professional manner acceptable to the Procurement Contractor Reg. No
conditions required for Project number <u>59560-3</u> . I agree to for the above amount(s). The Work shall be accomplished in Officer.	, and understand the scope of services and of furnish all necessary labor, materials, and equipment in a professional manner acceptable to the Procurement Contractor Reg. No Title
conditions required for Project number <u>59560-3</u> . I agree to for the above amount(s). The Work shall be accomplished i Officer. Contractor	o furnish all necessary labor, materials, and equipment n a professional manner acceptable to the Procurement Contractor Reg. No
conditions required for Project number 59560-3. I agree to for the above amount(s). The Work shall be accomplished i Officer. Contractor Authorized Signature Address	, and understand the scope of services and of furnish all necessary labor, materials, and equipment in a professional manner acceptable to the Procurement Contractor Reg. No Title Phone #
conditions required for Project number 59560-3. I agree to for the above amount(s). The Work shall be accomplished in Officer. Contractor Authorized Signature Address Business License # EIN or SSN Offeror is Claiming: Alaska Bidder's Preference	Phone # Alaska Products Pref. (worksheet)
conditions required for Project number 59560-3. I agree to for the above amount(s). The Work shall be accomplished i Officer. Contractor Authorized Signature Address Business License # EIN or SSN	Phone # Alaska Products Pref. (worksheet)
conditions required for Project number 59560-3. I agree to for the above amount(s). The Work shall be accomplished i Officer. Contractor Authorized Signature Address Business License # EIN or SSN Offeror is Claiming: Alaska Bidder's Preference	Phone # Alaska Products Pref. (worksheet)
conditions required for Project number 59560-3. I agree to for the above amount(s). The Work shall be accomplished it Officer. Contractor Authorized Signature Address Business License # EIN or SSN Offeror is Claiming:	Phone # Alaska Products Pref. (worksheet) (SPC-007)



BID SCHEDULE

Project Name: Jonesville Mine Adit Closure - REBID

Project Number: 59560-3

Before preparing this bid schedule, read the following carefully:

The Bidder shall insert, as called for, a unit price or lump sum price in figures opposite each pay item for which an estimated quantity appears in the bid schedule. A unit price or lump sum price is not to be entered or tendered for any pay item not appearing in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "All Required" (All Req'd) and as further specified in the contract.

Whenever a Contingent Sum is shown for any item in this schedule, such amount shall govern and be included in the bid total.

Conditioned or qualified bids will be considered non-responsive.

Notice: Contract award will be made on the basis of the total adjusted basic bid.

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

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid		
	******* BASIC BID *******						
100(1)	Removal of Structures and Obstructions	L.S.	All Req'd	\$ (LUMP SUM)	\$		
101(1)	Riprap, Class I	Ton	40	\$	\$		
101(2)	Riprap, Class III	Ton	60	\$	\$		
101(3)	Riprap, Class IV	Ton	114	\$	\$		
102(1)	Mobilization and Demobilization	L.S.	All Req'd	\$ (LUMP SUM)	\$		
103(1)	Hydraulic Excavator, 1 CY, 100HP Minimum	Hour	10	\$	\$		

BID SCHEDULE Jonesville Mine Adit Closure - REBID Project No. 59560-3

Name of Bidding Firm

Alaska Business License		Alaska Contracto	or's License
No:	_Expires	No:	Expires
	e) ADJUS	TED BASIC BID AMOUN	Т \$
	d) AK VET	TERAN'S PREFERENCE	-
	c) ALASK	A PRODUCTS PREFERE	INCE -
	b) ALASK	A BIDDER PREFERENCE	-
	a) TOTAL	BASIC BID	\$



ALASKA PRODUCTS PREFERENCE WORKSHEET SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

(See Instructions Page #2 of 2)

oject Name an	d Number: <u>Jonesville</u>	Mine Adit Closure	<u>– REBID, Project</u>	No. 59560-3		
ocurement Ag	ency: <u>DNR</u>	Contractor	:			
PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTIO AMOUNT		

Form SPC-007DNR Page 1 of 3 (03/14, 01/19)

TOTAL



ALASKA PRODUCTS PREFERENCE WORKSHEET SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

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. The products listed by the Bidder or Offeror on this worksheet must be selected for the referenced project from the Alaska Products Preference program as of the date specified for bid opening or the proposal due date in order to be considered for the Alaska Products preference. A product with an expired certification as of the date specified for bid opening or the proposal due date will not be considered for the Alaska Products preference. In addition, and in accordance with the program the products must be specified for use on the project. The listing of certified products is available from http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx.

A. General. The procurement Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Offeror's entries must conform to the requirements covering quote 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 QUOTES

- (1) Enter project number and name, the words "Basic Quote" and the CONTRACTOR's name in the heading of each page as provided.
- (2) The Offeror 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 Offeror 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 Quote" enter:
 - the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT,"
 - company name of the Alaska producer under the heading MANUFACTURER", and
 - 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 quote products. If the listing exceeds one page enter the words "Page # __SUB" in front of the word "TOTAL" and on the first entry line of the following pages, enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE."

- (6) On the final page of the listing, enter "BASIC QUOTE 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 Quote Preference. Enter this amount on the final page of the worksheet. (Note: When solicitations require written quotes this amount should also be entered on line "C" of the Basic Quote Schedule.) Submit worksheet(s) with the Quote Schedule.

C. Form Completion - ALTERNATE QUOTES

- (1) Enter project number and name, the words "ALTERNATE QUOTE #____", and CONTRACTOR's name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE QUOTE # ____", and repeat procedures 2 through 5 under part B these Offeror's instructions, except that references to "Basic Quote" shall be replaced with the words "Alternate Quote # ___."
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE QUOTE #___ SUBTOTAL" and enter a subtotal amount for all additional products as listed. Determine the subtotal amount by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter 'LESTHEROLLOWINGNONAPPLICABLEALASKAPRODUCIS'.

- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Quote" listing that would be deleted or reduced from the Project should the "Alternate Quote" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Prehung doors by Alaska Door Co.," in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, 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 quote, and if under the basic quote the Offeror received a preference on his basic quote 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 quote 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 quote 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 QUOTE __ SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Determine the subtotal amount by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE QUOTE # ____ PREFERENCE GRAND" immediately before the word "TOTAL."
- (8) Compute a Grand Total for the Alternate Quote 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 quotes this amount should also be entered on line "C" of the Alternate Quote Schedule.) Submit separate worksheet(s) with each Alternate Quote.



PAYMENT BOND SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

KNOW ALL MEN BY THESE PRESENTS:

'hat	of	, as Principal,
nd irmly bound and held unto the State of Alaska in the per	ofof	, as Surety,
Dollars (\$), good and lawful money of the United S	States of America
or the payment whereof, well and truly to be paid to the uccessors, executors, administrators, and assigns, jointl	State of Alaska, we bind ourselves, our heirs,	
VHEREAS, the said Principal has entered into a written 0, for the construction of	contract with said State of Alaska, on the	
aid work to be done according to the terms of said cont		
Now, THEREFORE, the conditions of the foregoing obligated in requirements of law and pay, as they become due, all upplies furnished upon or for the work under said conturnished under the original contract, any subcontract, of ecome null and void; otherwise they shall remain in ful N WITNESS WHEREOF, We have hereunto set our hand this day of	just claims for labor performed and materials ract, whether said labor be performed and said rany and all duly authorized modifications the lorce and effect.	and I materials and supplies be ereto, then these presents sha
this day of	A.D., 2U	
Principal:		
Address:		
	Phone:	
	Contact Name:	
	Ву:	
	Ву:	
Surety:		
Address:		
	Phone:	
	Contact Name:	
	By:	
	Ву:	
The offered bond has been checked for adequacy under	er the applicable statutes and regulations:	
Procurement Agency Authorized Representative	D	ate

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 Department of Transportation & Public Facilities (DOT&PF) Chief Contracts Officer.
- 2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be inserted 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 the obligation shall be entered 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 procurement Agency Representative.
- 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.



PERFORMANCE BOND SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

KNOW ALL MEN BY THESE PRESENTS:

That	of	, as Prii	ncipal,
and firmly bound and held	d unto the State of Alaska in the penal sum of	, as Sur	ety,
the payment whereof	Pollars (\$), good and lawfu f, well and truly to be paid to the State of Alaska, we bind c ssigns, jointly and severally, firmly by these presents.	ul money of the United States of America fo ourselves, our heirs, successors, executors,	or
20, for th	rincipal has entered into a written contract with said State	e of Alaska, on theof	A.D.,
said work to be done	according to the terms of said contract.		
all obligations and wo Public Facilities any s	e conditions of the foregoing obligation is such that if the ork under said contract and if the Principal shall reimburs ums paid him which exceed the final payment determined e null and void; otherwise they shall remain in full force a	e upon demand of the Department of Trand to be due upon completion of the project,	sportation and
IN WITNESS WHERE	OF, we have hereunto set our hands and seals at this day of		
	this day of	A.D., 20	
5			
Principal:			
Address:			
	Phon	ne:	
	Cont	act Name:	
	Ву: _		
_			
Surety:			
Address:			
	Phon	ne:	
	Cont	act Name:	
	Ву: _		
	, -		
The offered bond has	s been checked for adequacy under the applicable statute	s and regulations:	
Procurement	Agency Authorized Representative	 Date	
	0y	240	

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 Department of Transportation & Public Facilities (DOT&PF) Chief Contracts Officer.
- 2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be inserted 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 entered 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 procurement Agency Representative.
- 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.

SUPPLEMENTAL CONDITIONS

- A. INSURANCE REQUIREMENTS. Add to no. 9 of the General Conditions of the Construction Contract: The State of Alaska, Department of Natural Resources shall be named as an "Additional Insured" under all liability coverages listed above.
- **B. CONSTRUCTION LIMITATIONS.** It is the intent of this contract to construct this project without disturbing land outside the project limits. Equipment, materials, and manpower will not be allowed outside the project limits. The Contractor shall not use construction equipment or workers that, in the opinion of the Engineer, cannot consistently operate within the project limits.

Areas in and around the work site are considered sensitive and therefore special attention should be given to all construction activities.

- C. ONE YEAR CORRECTION PERIOD. Replace no. 10 of the General Conditions of the Construction Contract with the following: If within one year after the date of Project Completion or such longer period of time as may be prescribed by the Contract, any work is found to be defective, the Contractor shall promptly, without cost to the Department and in accordance with the Engineer's written instructions, either correct such defective work, or, if it has been rejected by the Engineer, remove it from the site and replace it with conforming work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Department may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Department before project completion, the corrective period for that item may begin on an earlier date if so provided in the Contract or by change order. Provisions of this subsection are not intended to shorten the statute of limitations for bringing an action.
- **D. SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used on the work shall meet all quality requirements of the contract. Approval, subject to field inspection, shall be given by the Engineer on the basis of inspection reports indicating full compliance with the specifications. Cost of testing for specification compliance shall be the Contractor's responsibility.

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or

JONESVILLE MINE
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equipment of other suppliers may be accepted by the Department if sufficient information is submitted by the Contractor which clearly demonstrates to the Department that the material or equipment proposed is equivalent or equal in all aspects to that named. Requests for review of substitute items of material and equipment will not be accepted by the Department from anyone other than the Contractor.

All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any federal-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify the Department prior to extracting material. The Department must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of project funding. Documentation of borrow sources utilized is required prior to borrow extraction.

E. PERMITS. The following permit(s) have been processed on the Contractor's behalf by the Department:

1. Alaska State Historic Preservation Officer - No Historic Properties Affected, dated May 24, 20222.

The permits obtained by the Department are attached to these specifications as Appendix A. The terms, conditions, and stipulations contained in all the permits obtained by either the Department or the Contractor are hereby made a part of these specifications. It is the Contractor's responsibility to abide by the stipulations contained in each permit. If it is determined that an activity cannot be performed as specified in one of the permits, the Contractor shall cease work and immediately notify the Engineer. The Engineer will then decide if a permit modification is necessary. The Engineer will have copies of the permits on site.

It is the Contractor's responsibility to obtain all permits required for actions not permitted previously by the Department. The Contractor is responsible for complying with all permit stipulations, conditions and/or terms. Agencies to contact for permit information may include, but are not limited to, the U.S. Army Corps of Engineers, the Environmental Protection Agency, the U.S. Fish and Wildlife Service, the Alaska Department of Fish and Game, the Alaska Department of Environmental Conservation, the Alaska Department of Natural Resources, and local or regional governments. The Contractor shall provide timely notification of such actions and permit acquisitions as may be required by federal,

JONESVILLE MINE ADIT CLOSURE - REBID PROJECT NO. 59560-3 SUPPLEMENTAL CONDITIONS state, regional, and local authorities. The Contractor shall provide copies of all permits, and applicable Federal and State notifications to the Project Engineer.

- **F. LIQUIDATED DAMAGES.** For each calendar day that the work remains incomplete after the expiration of the contract time, the sum of \$1,500 shall be deducted from any monies due the Contractor. If no money is due the Contractor, the Department shall have the right to recover said sum from the Contractor, the surety or both. The amount of these deductions is to cover estimated expenses incurred by the Department as a result of the Contractor's failure to complete the work within the time specified. Such deductions are liquidated damages and are not to be considered as penalties.
- **G. SUBMITTALS AND SUBSTITUTIONS.** If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Department for approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and approval of the proposed substitute will not delay the Contractor's achievement of final completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

Submittals are required for materials. Submittal approval by Department is required prior to incorporation of materials into work. Complete submittal information is required to be on the job site at all times during construction. Contractor shall make materials available for inspection in a convenient manner, at the time of arrival, for conformance with the submittal information and contract documents. Materials found to differ from contract specifications shall be replaced at no additional expense to Department.

When materials or work are specified to be "per manufacturer's recommendations", submit written manufacturer's recommendations for the materials or work prior to commencing work or incorporating materials into work.

- **H. TRAFFIC MAINTENANCE.** The Contractor is responsible for implementing appropriate traffic control measures in compliance with local, state, and federal requirements. The boat launch will be closed during active construction. The remainder of the facility shall remain open for the duration of the project. Notify the Engineer minimum two weeks prior to commencing work to coordinate closures with the area staff and public.
- I. COMPLETION DATE. All work shall be completed on or before May 31, 2026.

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J. SITE VISIT PRIOR TO BIDDING. site prior to bidding on the project.	The Contractor is highly encouraged to visit the

TECHNICAL SPECIFICATIONS

SECTION 100

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

100-1.01 DESCRIPTION. This work shall consist of, but not be limited to, the removal of the existing 11'x12' steel plate blocking access into the adit and any other obstructions which are not designated or permitted to remain.

100-2.01 MATERIALS. None.

CONSTRUCTION REQUIREMENTS

100-3.01 GENERAL. Remove and satisfactorily dispose of all materials not designated to be salvaged and materials determined by the Engineer to be unusable to the Department in an acceptable manner.

100-3.02 SALVAGE AND DISPOSAL OF CONSTRUCTION AND DEMOLITION MATERIALS. Unless otherwise noted, remove, handle, salvage, transport, store, and dispose waste materials according to the Occupational, Safety, and Health Administration (OSHA), Environmental Protection Agency (EPA), Alaska Department of Environmental Conservation (ADEC), and other Federal, State and local government agency's statutes, rules and regulations.

Use disposal sites outside the project right-of-way limits unless directed otherwise, in writing, by the Engineer. Obtain written consent from the private or public property owner for such disposal and a waiver of all claims against the State for any damage to such land which may result, together with all permits required by law for such disposal. Furnish a copy of such permission, waiver of claims, and permits to the Engineer before commencing work. Grade disposal areas to drain.

100-4.01 METHOD OF MEASUREMENT. Item 100(1) Removal of Structures and Obstructions is a lump sum item and will not be measured directly for payment. All labor, equipment, materials, and incidentals required to complete work required for the work associated with the item including, but not limited to removal, hauling of materials and disposal, removal, storage, installation and repairs of the existing steel bridge will not be measured directly for payment, but will be considered subsidiary to Item 100(1) Removal of Structures and Obstructions.

100-5.01 BASIS OF PAYMENT. Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are

JONESVILLE MINE ADIT CLOSURE - REBID PROJECT NO. 59560-3 TECHNICAL SPECIFICATIONS approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
100(1)	Removal of Structures and Obstructions	Lump Sum

SECTION 101

RIPRAP

101-1.01 DESCRIPTION. Construct riprap blockage to prevent access into the adit.

101-2.01 MATERIALS. Evenly graded stones that are hard, angular, and have no more than 50 percent wear at 500 revolutions as determined by AASHTO T 96. Apparent specific gravity will be determined by ATM 308. Use stones with breadth and thickness at least 1/3 of its length. Do not use round boulders or cobbles on slopes steeper than 3:1.

Meet the following gradation for the class specified. Percentages are the total weight, weights are per each stone.

1.	<u>Class I</u>	0-50% weighing up to 25 pounds 0-10% weighing more than 50 pounds
2.	<u>Class II</u>	50-100% weighing 200 pounds or more 0-15% weighing up to 25 pounds 0-10% weighing more than 400 pounds
3.	Class III	50-100% weighing 700 pounds or more 0-15% weighing up to 25 pounds 0-10% weighing more than 1400 pounds
4.	<u>Class IV</u>	50-100% weighing 2000 pounds or more 0-15% weighing up to 400 pounds 0-10% weighing more than 5400

101-3.01 CONSTRUCTION REQUIREMENTS. Provide a level, compact area large enough to dump and sort typical loads of riprap at approved location(s). Dump the loads specified in the area and assist the Engineer as needed to sort and measure the stones in the load to determine if the riprap is within specifications. Provide the equipment needed to assist in the sorting.

Place stones to the thickness, height, and length shown on the Plans, or as staked, in a well-graded mass with minimum of voids. Fill in unacceptable voids with smaller stones. Place riprap to its full course thickness in one operation. Avoid displacing the underlying material. Do not place riprap in layers or use methods likely to cause segregation.

Manipulate the rock sufficiently using an excavator, rock tongs, or other suitable equipment to secure a reasonably regular surface and stability.

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101-4.01 METHOD OF MEASUREMENT. By neat line volume or by weight, as specified.

102-5.01 BASIS OF PAYMENT. Preparation of founding soils is subsidiary.

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
101(1)	Riprap, Class I	Ton
101(2)	Riprap, Class III	Ton
101(3)	Riprap, Class IV	Ton

SECTION 102

MOBILIZATION AND DEMOBILIZATION

102-1.01 DESCRIPTION. Perform work and operations necessary to

- 1. move personnel, equipment, supplies, and incidentals to the project site;
- 2. perform other work and operations and pay costs incurred, before beginning construction;
- 3. complete similar demobilization activities; and
- 4. furnish required submittals such as as-builts, certificates, payrolls, civil rights reports, and equipment warranties.
- comply with the Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in the Laborers' and Mechanics' Minimum Rates of Pay (Pamphlet 600), current issue. On Federal-aid projects, PL 109-59, 119 STAT. 1233, Sec. 1409© also applies.
- 6. ensure subcontractors comply with the Federal and State DOLWD requirements.

Ensure facilities meet the Alaska Administrative Code 8 AAC 61.1010 and 8 AAC 61.1040 Occupational Safety and Health Standards, 18 AAC 31 Alaska Food Code, and U. S. Code of Federal Regulations 29 CFR Section 1910.142 Temporary Labor Camps.

Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05.

102-2.01 MATERIALS. None.

102-3.01 CONSTRUCTION REQUIREMENTS. None.

102-4.01 METHOD OF MEASUREMENT.

Item 107(1) Mobilization and Demobilization is a lump sum item and will not be measured directly for payment but paid for by the following:

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- 1. When you earn 4 percent of the original contract amount from other bid items: 40 percent of the amount bid for mobilization and demobilization, or 4 percent of the original contract amount, whichever is less, will be paid.
- 2. When you earn a total of 8 percent of the original contract amount from other bid items: An additional 40 percent of the amount bid for mobilization and demobilization, or an additional 4 percent of the original contract amount, whichever is less, will be paid.
- 3. The remaining balance of the amount bid for Mobilization and Demobilization will be paidafter all submittals required under the Contract are received and approved.

102-5.01 BASIS OF PAYMENT. Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item.

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
102(1)	Mobilization and Demobilization	Lump Sum

SECTION 103

EQUIPMENT RENTAL

103-1.01 DESCRIPTION. This item consists of furnishing construction equipment, operated, fueled and maintained, on a rental basis for use in construction of extra or unanticipated work at the direction of the Engineer. Construction equipment is defined as that equipment actually used for performing the items of work specified and shall not include support equipment such as hand tools, power tools, electric power generators, welders, small air compressors and other shop equipment needed for maintenance of the construction equipment.

The work is to be accomplished under the direction of the Engineer, and the Contractor's operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the Department liable for the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

103-2.01 EQUIPMENT FURNISHED. In the performance of this work, furnish, operate, maintain, service, and repair equipment of the numbers, kinds, sizes, and capacities set forth on the Bid Schedule or as directed by the Engineer. The kinds, sizes, capacities, and other requirements set forth shall be understood to be minimum requirements. The number of pieces of equipment to be furnished and used shall be, as the Engineer considers necessary for economical and expeditious performance of the work. The equipment shall be used only at such times and places as the Engineer may direct.

Equipment shall be in first class working condition and capable of full output and production. The minimum ratings of various types of equipment shall be as manufactured and based on manufacturer's specifications. Alterations will not be considered acceptable in achieving the minimum rating. Equipment shall be replaced when, in the opinion of the Engineer, their condition is below that normal for efficient output and production.

Equipment shall be fully operated, which shall be understood to include the operators, oilers, tenders, fuel, oil, air hose, lubrication, repairs, maintenance, insurance, and incidental items and expenses.

103-2.02 EQUIPMENT OPERATORS AND SUPERVISION PERSONNEL. Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. Personnel furnished by the Contractor shall be, and shall remain during the work hereunder, employees solely of the Contractor.

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The Contractor shall furnish, without direct compensation, a job superintendent or Contractor's representative together with such other personnel as are needed for Union, State, or Federal requirements and in servicing, maintaining, repairing and caring for the equipment, tools, supplies, and materials provided by the Contractor and involved in the performance of the work. Also, the Contractor shall furnish, without direct compensation, such transportation as may be appropriate for the personnel.

103-3.01 CONSTRUCTION REQUIREMENTS. The performance of the work shall be according to the instructions of the Engineer, and with recognized standards and efficient methods.

Furnish equipment, tools, labor, and materials in the kinds, number, and at times directed by the Engineer and shall begin, continue, and stop the several operations involved in the work only as directed by the Engineer.

Normally, the work is to be done when weather conditions are reasonably favorable, six (6) days per week, Mondays through Saturdays, except holidays.

The Engineer will begin recording time for payment each shift when the equipment begins work on the project. The serial number and brief description of each item of equipment listing in the bid schedule and the number of hours, or fractions thereof to the nearest one quarter hour, during which equipment is actively engaged in construction of the project shall be recorded by the Engineer. Each day's activity will be recorded on a separate sheet or sheets, which shall be verified and signed by the Contractor's representative at the end of each shift, and a copy will be provided to the Contractor's representative.

103-4.01 METHOD OF MEASUREMENT. The number of hours of equipment operation to be paid for shall be the actual number of hours each fully operated specified unit of equipment is actually engaged in the performance of work in the designated areas according to the direction of the Engineer. The pay time will not include idle periods, time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment. Travel time to or from the work site project will not be authorized for payment.

103-5.01 BASIS OF PAYMENT. Payment is for the time that fully operational equipment is engaged in the performance of the work directed by the Engineer. Time not paid for includes: idle periods, maintaining/servicing and repairing the equipment, making change-overs of equipment parts, and time to travel to and from the project. Payment will only be for time supported by certified payroll.

Furnishing and operating equipment that is heavier, has larger capacity, or greater power than specified will not entitle the Contractor to extra compensation.

Payment will be made under:

JONESVILLE MINE ADIT CLOSURE - REBID PROJECT NO. 59560-3 TECHNICAL SPECIFICATIONS

PAY ITEM

Item Number	Item Description	Unit
103(1)	Hydraulic Excavator, 1 CY, 100HP Minimum	Hour

APPENDIX A PERMITS

PERMIT DESCRIPTION	ISSUE DATE	EXPIRE DATE
No Historic Properties Affected Alaska State Historic Preservation Officer 3130-2R DMLW/2020-00494	05/24/2022	05/22/2031

From: Johnson, McKenzie S (DNR)

To: Ireys, Charles J (DNR)

Subject: Consultation for Jonesville Adit Closure, OHA Comments

Date: 24 May, 2021 2:40:21 PM

File No.: 3130-2R DMLW/2020-00494

The Office of History and Archaeology (OHA) received the request to review the subject project on April 26, 2021 for conflicts with cultural resources pursuant to Section 41.35.070 of the Alaska Historic Preservation Act. Upon review of the information provided we offer the following comments:

The project consists of backfilling/closing a modern-era (1990s) adit. Based on the nature of the activity, we do not anticipate adverse effects to significant cultural resource sites/historic properties.

However, please keep in mind that only a very small portion of the state has been surveyed for cultural resources and therefore the possibility remains that previously unidentified resources may be located within the project area. As such, should inadvertent discoveries of cultural resources occur, our office should be notified so that we may evaluate whether the resources should be preserved in the public interest (as specified at Section 41.35.070[d]). Any information provided helps the State better manage Alaska's heritage resources.

Examples of cultural resource sites that could be encountered include (but are not limited to): historical cabin remains (collapsed, standing, or foundations); adits; dredges or other mining equipment; cultural depressions or pits; graves or cemeteries; prehistoric tools or artifacts; and paleontological (fossilized) remains. Any information provided helps the State better manage Alaska's heritage resources.

Thank you for the opportunity to comment. Please let me know if we can be of further assistance.

Mckenzie S. Johnson Archaeologist I Alaska State Historic Preservation Office/Office of History and Archaeology 550 W. 7th Ave, Suite 1310 Anchorage, AK 99501 Phone: 907-269-8726

E-mail: mckenzie.johnson@alaska.gov

From: DNR, Parks OHA Review Compliance (DNR sponsored) <oha.revcomp@alaska.gov>

Sent: Monday, April 26, 2021 4:25 PM

To: Ireys, Charles J (DNR) < justin.ireys@alaska.gov>

Cc: Johnson, McKenzie S (DNR) <mckenzie.johnson@alaska.gov>; russel.kirkham@alaska.gov

Subject: FW: Consultation for Jonesville Adit Closure

Hi Justin,

The Office of History and Archaeology/Alaska State Historic Preservation Office received your documentation, and its review has been assigned to Mckenzie Johnson under 2021-00494. We may contact you if we require additional information. Our office ordinarily has 30 calendar days after receipt to complete our review, but our office has entered tolling in response to complications from

COVID-19 and our review may be delayed as a result. Please contact the project reviewer or myself by email if you have any questions or concerns.

Best, Sarah

Sarah Meitl Review and Compliance Coordinator Alaska State Historic Preservation Office Office of History and Archaeology

550 West 7th Avenue, Suite 1310 Anchorage, AK 99501-3561

Direct: 907-269-8720 sarah.meitl@alaska.gov

http://dnr.alaska.gov/parks/oha

Teleworking - Email is the best method of communication.

From: Ireys, Charles J (DNR) < <u>justin.ireys@alaska.gov</u>>

Sent: Friday, April 23, 2021 4:30 PM

To: DNR, Parks OHA Review Compliance (DNR sponsored) < oha.revcomp@alaska.gov > **Cc:** Johnson, McKenzie S (DNR) < mckenzie.johnson@alaska.gov >; Kirkham, Russell A (DNR)

<<u>russell.kirkham@alaska.gov</u>>; Ireys, Charles J (DNR) <<u>justin.ireys@alaska.gov</u>>

Subject: Consultation for Jonesville Adit Closure

Consultation that "no adverse effect on historic properties" is being requested from SHPO. If there are any questions please contact Russ Kirkham or Justin Ireys.

Thank you,

C. Justin Ireys
Alaska Department of Natural Resources, DMLW
AML Program Manager
Office (1997) 269, 8693

Office: (907) 269-8603 Mobile: (907) 229-2747 Fax: (907) 269-8930