

ALASKA ENERGY AUTHORITY - INVITATION TO BID (ITB) # 23096

Issue Date: April 6, 2023

NELSON LAGOON POWER SYSTEM UPGRADE PROJECT MODULE STRUCTURE FABRICATION

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule, and Appendix E - Specifications.

<u>IMPORTANT NOTICE:</u> If you received this solicitation from the State of Alaska's "Online Public Notice" web site, or you downloaded this solicitation from AEA's procurement website, you must register on the online Plan Holders List to receive notification of subsequent amendments to the solicitation. Failure to register may result in the rejection of your bid. It is the bidder's responsibility to ensure that they have received all addenda affecting this ITB. To register, go to www.aideaaeaprocurement.org and select the Plan Holders Registration link and complete the Planholders Registration.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 30 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the Authority will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the Authority may reject the bid, terminate the contract, or consider the contractor in default.

Daniela Patterson Contract Administrator	COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO		
813 West Northern Lights Blvd Anchorage, AK 99503	AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO		
Phone: (907) 771-3026 FAX: (907) 771-3044	PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY		
Email: <u>AEAProcurement@akenergyauthority.org</u>	DATE	TELEPHONE NUMBER		
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS		

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule, and Appendix E - Drawings.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than the time and date indicated in the ITB Schedule, Sec. 1.14, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation. **Due to COVID-19 the bid opening will be conducted telephonically.** Potential bidder may attend telephonically by calling 1-888-585-9008 and when prompted enter 351 122 943 #.

SEC. 1.03 PRIOR EXPERIENCE

Minimum prior experience, if applicable, is indicated in the attached Specifications. A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the contracting officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the contracting officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The contracting officer will make that decision.

Contract Administrator Daniela Patterson Phone 907-771-3026 Fax 907-771-3044

SEC. 1.06 SITE INSPECTION

Not Applicable

SEC. 1.07 SUBMITTING BIDS

Bids must be either Emailed, Hand Delivered or Mailed as follows:

EMAIL: <u>AEAProcurement@akenergyauthority.org</u>

HAND DELIVERED OR MAILED: The sealed bid package must be addressed as follows:

Alaska Energy Authority

Attention: **DANIELA PATTERSON**Invitation to Bid (ITB) Number: **23096**ITB Title: **MODULE STRUCTURE FABRICATION**

813 W NORTHERN LIGHTS BLVD ANCHORAGE, AK 99503

It is the bidder's responsibility to contact the issuing agency at **907-771-3026** to confirm that the bid has been received. The Authority is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 30 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the Authority reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The contracting officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 PRE-BID CONFERENCE

Not Applicable

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the contracting officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 3 AAC 109.170. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the procurement agency, in accordance with 3 AAC 109.360.

SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to Planholders who have registered on the ITB Plan Holders Registration at www.aideaaeaprocurement.org.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the Authority's best estimate of the schedule that will be followed. If an Activity of this schedule is changed, the schedule may be adjusted. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		4/6/2023
Deadline for Protest (10 days prior to Bid Due)	2:00 PM	4/17/2023
Deadline for Comments/Questions (5 days prior to Bid Due)	2:00 PM	4/21/2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	4/27/2023

This ITB does not, by itself, obligate the Authority. The Authority's obligation will commence when the contract is approved by the AEA Executive Director, or the Director's designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

SEC. 1.15 ALTERNATE BIDS

Bidders may only submit one bid. In accordance with 3 AAC 109.270 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.16 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Authority reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Authority and may include the requirement that a bidder will provide a sample product(s) so that the Authority can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award until the time of delivery and acceptance at the F.O.B. point.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the contracting officer or person appointed by AEA.

SEC. 2.03 CONTRACT FUNDING

Refer to Appendix A, A.13. AEA estimates a budget of between \$200,000.00 and \$300,000.00 dollars for this contract.

SEC. 2.04 CONTRACT EXTENSION

A month-to-month extension may only be executed by the contracting officer via a written contract amendment. Refer to Appendix A, A.15.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Authority will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 3 AAC 109.540.

The contractor will not commence additional work until the contracting officer has secured required Authority approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed at the vendors place of business.

The Authority will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the contracting officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the Authority to reject the bid as non-responsive, or cancel the contract.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the Authority may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule, and Appendix E - Specifications.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Authority. The F.O.B. point is indicated in Appendix C - Scope of Work.

SEC. 2.12 SHIPPING DAMAGE

The Authority will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Authority will provide the contractor with written notice when damaged goods are received. The Authority will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 DELIVERY TIME

The Scope of Work indicates the desired delivery in calendar weeks. In the space provided on the Bid Schedule indicate the earliest firm delivery in calendar weeks required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver by the desired delivery. Bids that specify deliveries in excess of the desired delivery may be considered non-responsive and may be rejected.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the Authority. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Refer to Appendix A, A.17.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities in this ITB are indicated in Appendix D - Bid Schedule.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Not Applicable.

SEC. 2.18 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the contracting officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.19 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.

SEC. 2.20 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 Authority shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- 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.
- <u>Commercial General Liability Insurance</u>: 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.
- <u>Commercial Automobile Liability Insurance</u>: 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.

SEC. 2.21 MANDATORY REPORTING

Not Applicable.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The Authority will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the Authority.

SEC. 3.02 PAYMENT FOR AUTHORITY PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the Authority will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the Authority when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the contracting officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Because the federal funding source prohibits the use of local preferences in the selection of contractors no Alaskan Bidder, Alaskan Products, or Alaskan Employment Program preferences will be used in determining the lowest responsive and responsible bidder.

SEC. 4.03 ALASKA BIDDER PREFERENCE

Not Applicable.

SEC. 4.04 ALASKA VETERAN PREFERENCE

Not Applicable.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

Not Applicable.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not Applicable.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Not Applicable.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

Not Applicable.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

Not Applicable.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Not Applicable.

SEC. 4.11 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.13 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.** Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with 3 AAC 109 and 2 AAC 12.

SEC. 5.03 COMPLIANCE (Refer to Appendix A, A.9)

SEC. 5.04 SUITABLE MATERIALS, ETC. (Refer to Appendix A, A.2)

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The Authority may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the Authority reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority's expense will make site inspection.

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. Unless otherwise specified in this ITB, the Authority Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.08 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: http://www.state.gov/j/tip/

Failure to comply with this requirement will cause the Authority to reject the bid as non-responsive, or cancel the contract.

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of this ITB, 3 AAC 109 (Procurement for Alaska Energy Authority Managed Grants), and all applicable local, state, and federal laws, codes, and regulations. The contracting officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the Authority. If a bidder does so, the contracting officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest. A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

The Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the Authority's option. AAC 109.270 and 3 AAC 109.700 require public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS (Refer to Appendix A, A.5)

Bids that are conditioned upon the Authority's approval of an assignment will be rejected as non-responsive.

- SEC. 5.13 FORCE MAJEURE (Refer to Appendix A, A.14)
- SEC. 5.14 DEFAULT (Refer to Appendix A, A.4)
- SEC. 5.15 DISPUTES (Refer to Appendix A, A.3)
- SEC. 5.16 SEVERABILITY (Refer to Appendix A, A.16)

SEC. 5.17 CONTRACT CANCELLATION

The Authority reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The Authority is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date of termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION (Refer to Appendix A, A.18)

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 3 AAC 109.150.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under 3 AAC 109, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the contracting officer may not accept the bidder as a qualified bidder under 3 AAC 109.

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the contracting officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the contracting officer.
- After-imposed or Increased Taxes and Duties: Any federal excise tax or duty for goods or services covered
 by this contract that was exempted or excluded on the contract award date but later imposed on the
 contractor during the contract period, as the result of legislative, judicial, or administrative action may
 result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract:
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- After-relieved or Decreased Taxes and Duties: The contract price shall be decreased by the amount of
 any decrease in federal excise tax or duty for goods or services under the contract, except social security
 or other employment <u>taxes</u>, that the contractor is required to pay or bear, or does not obtain a refund of,
 through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.
- Authority's Ability to Make Changes: The Authority reserves the right to request verification of federal
 excise tax or duty amounts on goods or services covered by this contract and increase or decrease the
 contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

3 AAC 109.570 provides that an interested party may protest the content of the ITB.

An interested party is defined in 3 AAC 109.900 (17) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting officer at least ten days prior to the deadline for receipt of bids.

3 AAC 109 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting officer within 10 days after the date the Notice of Intent to Award for the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 3 AAC 109.570. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the contracting officer, appeals, and hearings, will be conducted in accordance with 3 AAC 109 – Procurement for Alaska Energy Authority Managed Grants.)

SECTION 6. APPENDICES

- (a) Appendix A General Conditions
- (b) Appendix B Federal Assurances
- (c) Appendix C Scope of Work
- (d) Appendix D Bid Schedule
- (e) Appendix E Drawings

APPENDIX A - GENERAL CONDITIONS

A.1 INSPECTIONS AND REPORTS

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

A.2 SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

A.3 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 2 AAC 108.915.

A.4 DEFAULT

In case of default by the contractor, for any reason whatsoever, the Authority may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

A.5 NO ASSIGNMENT OR DELEGATION

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Contracting Officer.

A.6 NO ADDITIONAL WORK OR MATERIAL

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Contracting Officer.

A.7 INDEPENDENT CONTRACTOR

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this contract.

A.8 PAYMENT OF TAXES

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the Authority under this contract.

A.9 COMPLIANCE

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

A.10 CONFLICTING PROVISIONS

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the Authority, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

A.11 OFFICIALS NOT TO BENEFIT

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

A.12 CONTRACT PRICES

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

A.13 CONTRACT FUNDING

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

A.14 FORCE MAJEURE

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

A.15 CONTRACT EXTENSION

Unless otherwise provided, the Authority and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

A.16 SEVERABILITY

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

A.17 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

A.18 GOVERNING LAW; FORUM SELECTION

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B – FEDERAL ASSURANCES

Because this contract is funded with federal funds, the following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

B.1 BREACHES AND DISPUTE RESOLUTION.

Contracts in excess of \$250,000. Any dispute arising under this Contract which is not disposed of by mutual agreement shall be resolved in accordance with 2 AAC 108.915.

B.2 TERMINATION.

Contracts in excess of \$10,000. This Contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination ("Default Termination"). If the Authority terminates this agreement, the Authority will pay the Contractor a sum equal to the percentage of Work completed that can be substantiated either by the Contractor to the satisfaction of the Authority, or by the Authority. If the Authority becomes aware of any non-conformance with the Work or this agreement by the Contractor, the Authority will promptly notify the Contractor in writing of the non-conformance. Should the Contractor's Work remain in non-conformance after having received written notification, the percentage of total compensation attributable to the non-conforming Work may be withheld. The Authority may at any time suspend or terminate ("Convenience Termination") this Agreement for its needs or convenience with or without cause upon written notice. In the event of a Convenience Termination, the Contractor will be compensated for all authorized Work and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable expenses. No fee or other compensation will be due for any incomplete portion of the Work.

B.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under <u>41 CFR Part 60</u>, **all construction contracts** must include, and all contractors and subcontractors must comply with, the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319</u>, <u>12935</u>, <u>3 CFR Part</u>, <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B.4 DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).

Construction contracts in excess of \$2,000 are required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included in this solicitation. Contract and subcontract awards must be conditioned upon the acceptance of the wage determination. All suspected or reported violations must be reported to the Federal awarding agency.

B.5 COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

Construction contracts in excess of \$2,000 are required to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

B.6 CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

Construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

B.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

B.8 CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Contracts in excess of \$150,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 & 12689)

A contract award greater than or equal to \$25,000 (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractors that apply or bid for an award exceeding \$25,000 must sign and submit the attached "Debarment" certification with their bid.

B.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Each contractor and subcontractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures shall be forwarded from tier to tier up to the Authority. Contractors that apply or bid for an award exceeding \$100,000 must sign and submit the attached "Lobbying" certification with their bid.

B.11 PROCUREMENT OF RECOVERED MATERIALS.

A state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractors and subcontractors are prohibited from entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). See § 200.216.

B.13 DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, and to the greatest extent practicable, Contractor's are required to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award. See § 200.322.

The funding for this project is exempt from the Buy American Act and therefore this purchase is not subject to the Buy American Act.

DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 2 CFR 200.214; Executive Orders 12549 and 12689 [Applicable to all federally assisted contracts which exceed \$25,000]

Instructions for Certification:

- 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
- 2. The prospective contractor and lower tier participants shall provide immediate written notice to the Authority if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier 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 Orders 12549 and 12689. You may contact the Authority for assistance in obtaining a copy of those regulations.
- 4. The prospective contractor and lower tier participants agrees by submitting this bid or 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 in writing by the Authority.
- 5. The prospective contractor and lower tier participants further agrees by submitting this bid or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
- 6. 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 Non-procurement List issued by U.S. General Service Administration.
- 7. Nothing contained in the foregoing shall be construed to require establishment of 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.
- 8. 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 all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, of each statement of its certification and disclosure, if agrees that the provisions of 2 CFR §180 apply to this c	
Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	
Date:	

<u>CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING</u> - 31 USC §1352 [Applicable to all federally assisted contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to the Authority the below certification with its bid response for any federally assisted contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

- 1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and **submit Standard Form-LLL**, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. The undersigned also agrees that he or she shall require that the language of this certification be **included** in **all lower tier subcontracts**, **which exceed \$100,000** and that all such recipients shall certify and disclose accordingly.
- 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	certifies or affirms the truthfulness and and disclosure, if any. In addition, the Contractor understands 1, et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official: _	
Name and Title of Contractor's Authorized Offi	cial:
Date:	

End of Federal Assurances

SCOPE OF WORK

- 1. GENERAL DESCRIPTION: Furnish one each fabricated steel module structure with loose-ship exterior attachments including stairs, landings, loading docks, and radiator/cooler platforms along with all associated fasteners.
- 2. SPECIFICATIONS: All technical specifications are included on the face of the drawings.
- **3. SUBMITTALS:** Submittals shall be provided to the Authority for review and approval prior to beginning fabrication. Submittals shall include complete shop drawings indicating all details of fabrication and assembly plus manufacturer's literature for paint.
- **4. FABRICATION WORK:** The finished module shall include all structural steel fabrications, steel plate interior and exterior surfaces, partition walls, insulation, panel penetrations, lifting eyes, threaded studs, mechanical supports, exterior attachments, and other features as indicated in the drawings. All interior and exterior surfaces shall be prepped and painted as indicated.
- **5. EXCLUSIONS:** The following items are not part of the work associated with this bid: site work; foundation; doors and windows; roof trusses and roofing system; fascia, soffit, and trim; power generation equipment; radiators and coolers; electrical systems; and mechanical systems. See notes on drawings for specific exclusion items.
- **6. PROGRESS REPORTS:** Upon commencement of assembly work, progress reports shall be provided to the Authority a minimum of two times per week. Each report shall be submitted via e-mail to the Authority and the Engineer within one working day of completion of the work included in the report. Reports shall include at a minimum:
 - ❖ A brief verbal description of the work completed.
 - ❖ Adequate photographs to document the work completed.
 - Surface profile readings after sandblasting.
 - ❖ Mil thickness readings after application of each coat of paint.
- **7. INSPECTION**: The work will be inspected by the Authority's representative at the Bidder's fabrication facility during the fabrication process. The Contractor shall provide a minimum twenty four hours' notice prior to the following critical progress inspections:
 - ❖ Insulation Prior to installing insulation in floor, walls, and ceiling.
 - ❖ Sandblasting Prior to application of any coatings.
 - ❖ Coatings After application of each coat and prior to application of next coat.

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 Authority's representative. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority's representative 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.

A final inspection will be performed and approval will be issued prior to items being released for shipment.

- **8. PREPARATION FOR SHIPPING:** After final inspection and acceptance, the module and all loose ship items shall be prepared and packaged for delivery to the F.O.B. point. Preparation shall include at a minimum:
 - ❖ Ceiling penetrations covered with non-permanent 18-gauge sheet metal caps set on top of the frames and sealed watertight.
 - ❖ Loose-ship exterior attachments and associated fasteners packaged and fastened to pallets or dunnage.
- 9. F.O.B. POINT: The F.O.B. Point for delivery shall be: Alaska Energy Authority, 2601 Commercial Drive, Anchorage, AK 99501.
- **10. DELIVERY:** The Contractor shall provide a minimum of 48-hour notice to the Authority prior to making delivery. The Contractor shall provide all equipment including trucks, heavy equipment, jacks, rigging, blocking, etc. as required to unload the module at the F.O.B. Point and place them on dunnage a minimum of 12" above grade.
- 11. **DELIVERY DATE:** Delivery shall be made to the F.O.B. Point no later than 18 calendar weeks from contract award.
- 12. LIQUIDATED DAMAGES: For each calendar day that the completed module has not been delivered after the specified delivery date has passed, the Authority shall deduct \$250 from progress payments up to a maximum of \$5,000 (20 days). If no money is due the Contractor, the Authority shall have the right to recover these sums from the Contractor. These are liquidated damages and not penalties. These charges shall reimburse the Authority for its additional administrative expenses incurred due to Contractor's failure to complete the work within the time specified. Permitting the Contractor to continue and finish the work or any part of it after the delivery date has passed does not waive the Authority's rights to collect liquidated damages under this section.
- **13. PROGRESS PAYMENTS:** All payments are NET30 upon receipt of an invoice and acceptance of the work. There will be two payments allowed, one progress and final:
 - Progress payment may be applied for upon receipt of construction materials at bidder's fabrication site, and upon verification through inspection by AEA representatives. Receipts for all materials must accompany invoice. Payment will be for direct cost of goods only
 - ❖ Final payment upon final acceptance of work and delivery to F.O.B point

Item	Item Description	Quan	Unit	Cost
1	Nelson Lagoon Module Complete With All Exterior Attachments	1	Lump	

NOTES:

- 1) Provide a total cost for entire order.
- 2) See Attachment C Scope of Work for a description of requirements for submittals, fabrication, inspection, reporting, packaging, etc.
- 3) See Attachment C Scope of Work for delivery requirements, delivery date, and applicable liquidated damages.
- 4) See Attachment E Drawings for all details of fabrication including specifications.
- 5) For a bid to be considered responsive it must include the following:
 - a) This Bid Schedule completed as indicated.
 - b) The completed ITB response (page 1 of the ITB).
 - c) The completed Debarment Certificate, Appendix B, Page B-4.
 - d) The completed Anti-Kickback Certificate, Appendix B, Page B-5.

NELSON LAGOON POWER SYSTEM UPGRADE PROJECT MODULE STRUCTURE FABRICATION

ARCHITECTURAL DRAWINGS:

- A1 FLOOR PLAN, REFLECTED CEILING PLAN, CODE ANALYSIS, & GENERAL NOTES
- A2.1 INTERIOR ELEVATIONS
- A2.2 DOOR & WINDOW DETAILS & SCHEDULE
- A3 EXTERIOR ELEVATIONS & ROOFING NOTES & TRIM DETAILS
- A4 BUILDING SECTIONS & DETAILS

STRUCTURAL DRAWINGS:

- S1.1 FOUNDATION PLAN, CODE ANALYSIS & STRUCTURAL NOTES
- S1.2 FOUNDATION DETAILS
- S2 MODULE FRAMING PLANS & DETAILS
- S3 MODULE SECTIONS & DETAILS
- S4 ROOF FRAMING PLAN & DETAILS
- S5.1 STAIRS, LANDINGS, LOADING DOCK, & RADIATOR SUPPORT PLAN
- S5.2 STAIRS/LANDINGS FABRICATION DETAILS
- S5.3 LOADING DOCK FABRICATION DETAILS
- S5.4 RADIATOR SUPPORT FABRICATION DETAILS

MECHANICAL DRAWINGS:

- M2.1 MECHANICAL PENETRATIONS PLAN, ELEVATIONS, & DETAILS
- M2.2 MECHANICAL PENETRATION DETAILS
- M2.3 MECHANICAL SUPPORT PLANS & DETAILS
- M2.4 MECHANICAL SUPPORT HORIZONTAL WALL STRUT INSTALLATION



PROJECT:

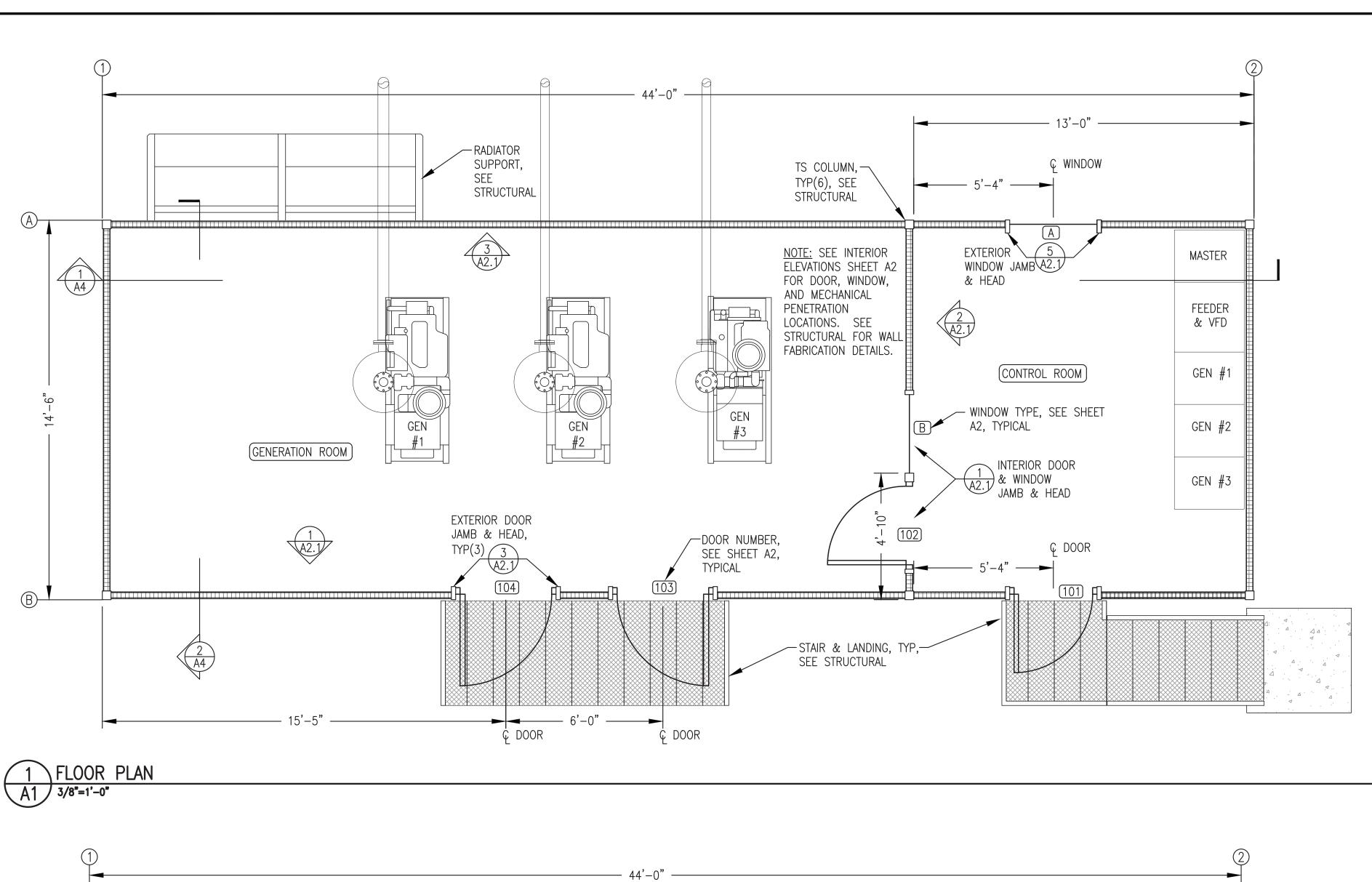
NELSON LAGOON POWER SYSTEM UPGRADE

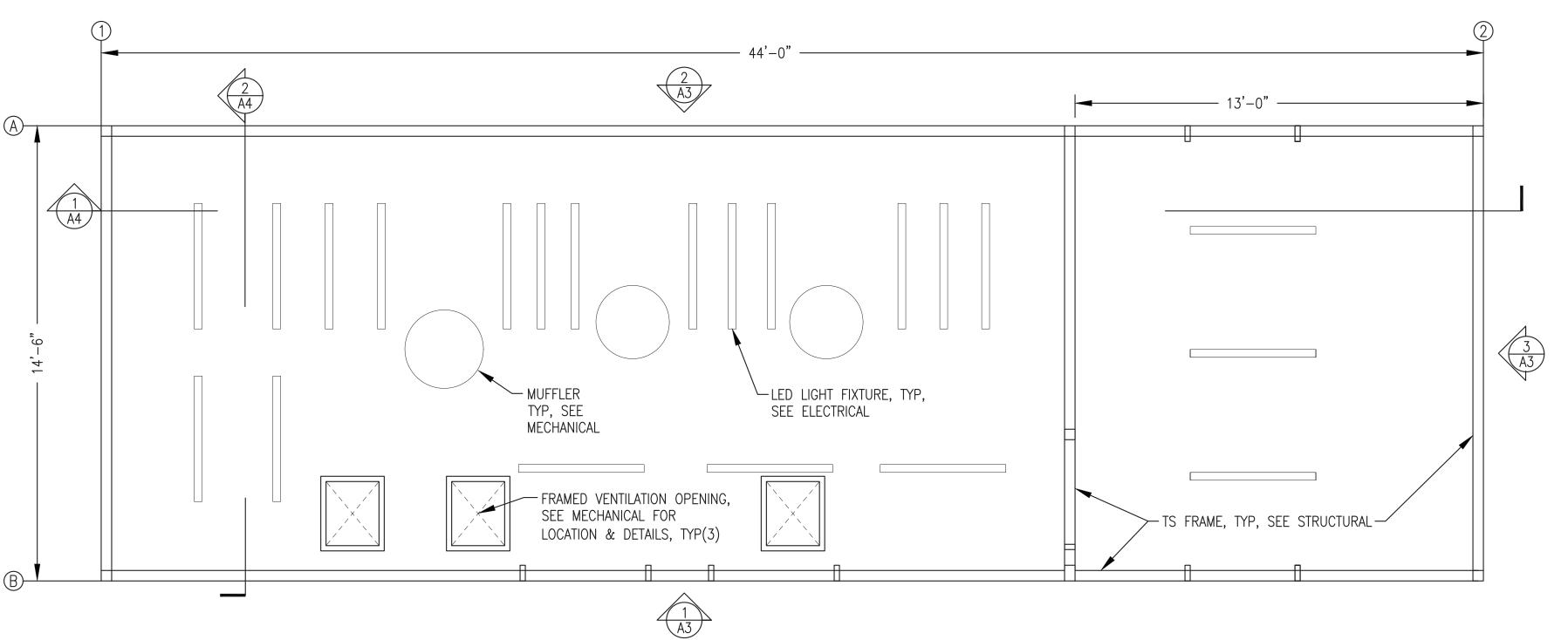
TITLE:

MODULE STRUCTURE FABRICATION SCHEDULE OF DRAWINGS

Grav	DF
Stassel	DI
Engineering, Inc.	FI
O. 111405, Anchorage, AK 99511 (907)349-0100	PI

DRAWN BY: BCG	SCALE: NO SCALE
DESIGNED BY: BCG	DATE: 3/30/22
FILE NAME: NELS PP G1	SHEET:
PROJECT NUMBER:	G1





2 REFLECTED CEILING PLAN

A1 3/8"=1'-0"

CODE ANALYSIS - 2021 EDITION INTERNATIONAL BUILDING CODE OCCUPANCY CLASSIFICATION REF: IBC-2021, SEC. 306.2 GROUP F-1: FACTORY INDUSTRIAL MODERATE HAZARD - ELECTRIC GENERATION PLANT TYPE OF CONSTRUCTION REF: IBC-2021, TABLE 601 REF: IBC-2021, SEC. 602.5 TYPE V-B (NON-RATED) REF: IBC-2021, TABLES 504.3, 504.4, & 506.2 BUILDING HEIGHTS AND AREAS ACTUAL = 16'-0" 1 STORY 640 S.F MAX ALLOWED = 40'-0" 1 STORY 8.500 S.F FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS REF: IBC-2021, TABLE 601 STRUCTURAL FRAME: 0 HR BEARING WALLS: 0 HR INTERIOR PARTITIONS: 0 HR FLOOR: 0 HR ROOF: 0 HR FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS REF: IBC-2021, SEC. 705.5 EXTERIOR WALLS 10' < X < 30' 0 HR FIRE PROTECTION SYSTEM REF: IBC-2021, SEC. 903.2.4 FIRE PROTECTION NOT REQUIRED. WATER MIST FIRE SUPPRESSION SYSTEM PROVIDED (SEE MECHANICAL). OCCUPANT LOAD REF: IBC-2021, TABLE 1004.5 610 S.F./300 S.F. PER OCCUPANT = 2 OCCUPANTS MECHANICAL/STORAGE = 300 S.F./PERSON REF: IBC-2021, TABLE 1017.2 MEANS OF EGRESS - TRAVEL DISTANCE ACTUAL = 40MAX ALLOWED = 200'REF: IBC-2021, TABLE 307.1(1)(i) COMBUSTIBLE LIQUIDS STORAGE ACTUAL = 200 GAL CLASS II (DIESEL FUEL DAY TANK) MAX ALLOWED = 660 GAL CLASS II LIQUIDS ACTUAL = 110 GAL CLASS IIIB (GLYCOL & LUBE OIL) MAX ALLOWED = 13200 GAL CLASS IIIB LIQUIDS

ARCHITECTURAL GENERAL NOTES:

MAX EXEMPT = 50 GAL (FLOODED LEAD ACID)

STATIONARY STORAGE BATTERY SYSTEMS

- 1) SEE CIVIL SITE PLAN FOR LOCATION AND LAYOUT. PROVIDE SEPARATION TO PROPERTY BOUNDARIES IN ACCORDANCE WITH CODE ANALYSIS.
- 2) PROVIDE A COMPLETE AND OPERATIONAL FACILITY. ALL WORK TO BE IN ACCORDANCE WITH CURRENT APPROVED EDITIONS OF THE IBC, IMC, IFC, AND NEC INCLUDING STATE OF ALASKA AMENDMENTS.
- 3) SEE SHEET A2 FOR DOOR AND WINDOW DETAILS AND SCHEDULE. SEE SHEETS A3 AND A4 FOR DESCRIPTION OF FIELD INSTALLED ROOF SYSTEM.
- 4) INSULATE ALL WALLS, FLOORS, AND CEILINGS WITH HIGH TEMPERATURE MINERAL FIBER ACOUSTICAL FIRE BATT INSULATION, MIN R VALUE 4 PER INCH, MIN 2000F MELTING TEMP. ROXUL AFB OR EQUAL. FILL ALL PANEL VOIDS OR PROVIDE THICKNESS AS INDICATED ON DRAWINGS. MECHANICALLY FASTEN FLOOR INSULATION TIGHT TO FLOOR.
- 5) UPON COMPLETION OF FABRICATION ROUND ALL CORNERS AND GRIND EDGES SMOOTH AND PAINT ALL INTERIOR AND EXTERIOR EXPOSED STEEL. PERFORM ALL PAINTING IN A WARM DRY ENVIRONMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS INCLUDING DRYING TIME TO RE—COAT.
- 6) SANDBLAST EXTERIOR SURFACE TO SSPC-SP-10. PRIME WITH ONE COAT OF REINFORCED INORGANIC ZINC PRIMER, DEVOE CATHA-COAT 302 OR APPROVED EQUAL, COLOR GREEN, TO 3 MILS DRY FILM THICKNESS. COVER WITH TWO COATS OF EPOXY, DEVOE BAR-RUST 236 OR APPROVED EQUAL, TO 10 MILS DRY FILM THICKNESS. FIRST COAT COLOR WHITE. SECOND COAT COLOR GRAY.
- 7) FINISH EXTERIOR WALLS AND SKIDS (ALL EXPOSED VERTICAL EXTERIOR SURFACES) WITH ONE COAT OF ALIPHATIC URETHANE ENAMEL, DEVOE DEVTHANE 389 OR APPROVED EQUAL, COLOR WHITE, TO 3 MILS DRY FILM THICKNESS. NOTE: TOTAL EXTERIOR COATING BUILD 16 MILS MINIMUM DRY FILM THICKNESS.
- 8) SANDBLAST INTERIOR SURFACE TO SSPC-SP-6. PRIME AND FINISH WITH TWO COATS OF EPOXY, PPG AMERLOC 2 VOC OR APPROVED EQUAL, TO 8 MILS TOTAL DRY FILM THICKNESS. CEILING COLOR WHITE. WALL AND FLOOR COLOR ANSI 61 GRAY. NOTE THAT FIRST COAT ON WALLS AND FLOOR MAY BE WHITE
- 9) SANDBLAST ALL EXTERIOR PLATFORMS AND FABRICATIONS AND APPLY 3 COATS OF COLD GALVANIZING COMPOUND, ZRC OR EQUAL, TO 9 MILS MINIMUM DRY FILM THICKNESS. SEE STRUCTURAL.

Note: Doors, windows, mechanical equipment, and electrical equipment not part of module structure fabrication scope, see exclusions.

ISSUED FOR
CONSTRUCTION
MARCH 2023



NELSON LAGOON POWER SYSTEM UPGRADE

FLOOR PLAN, REFLECTED CEILING PLAN, CODE ANALYSIS, & GENERAL NOTES

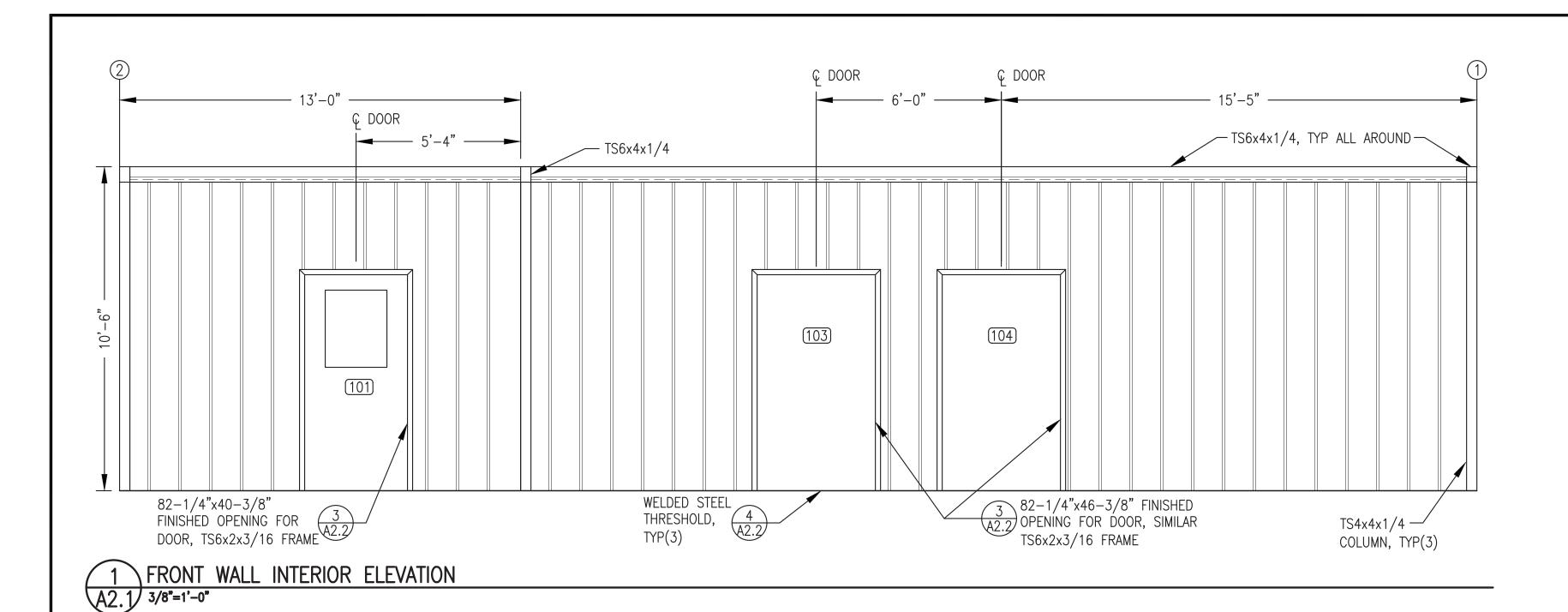


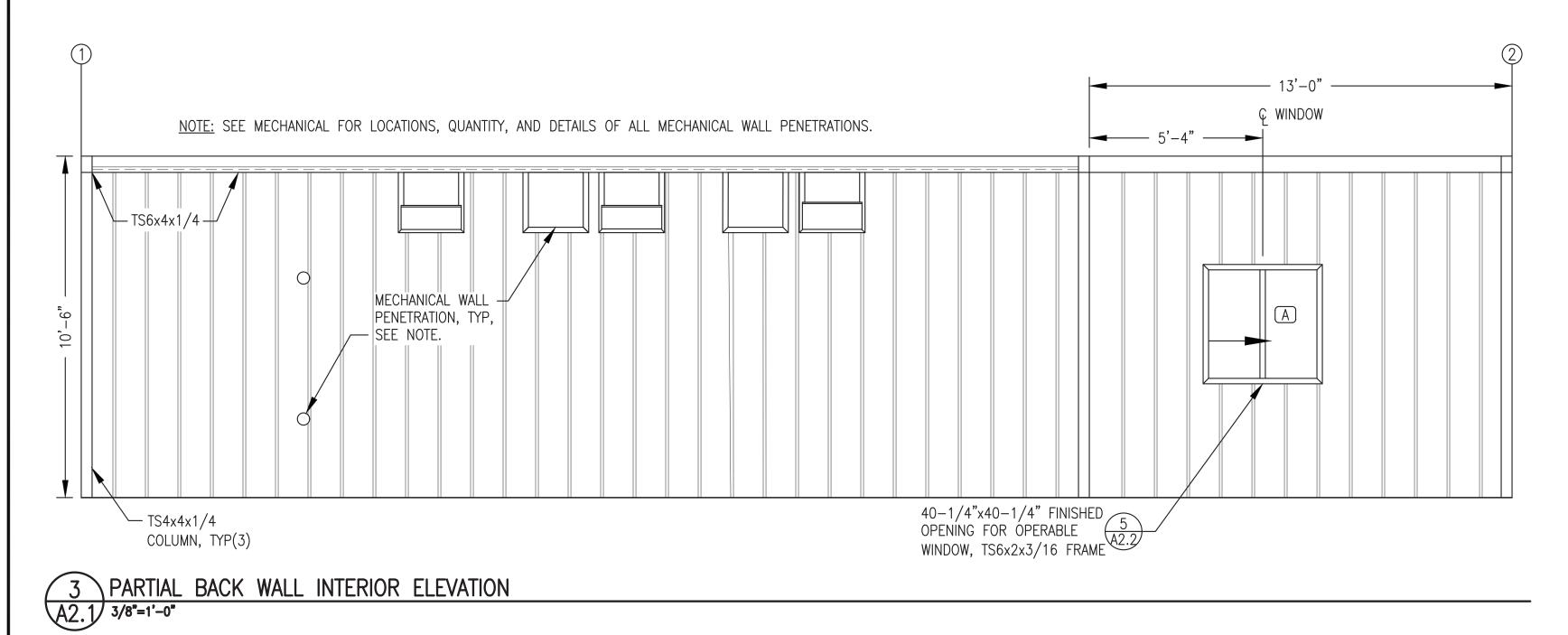
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	DESIGNED BY: DGT/BCG	DATE: 3/2/23
	FILE NAME: NELS PP A1-A4	SHEET:
00	PROJECT NUMBER:	A 1

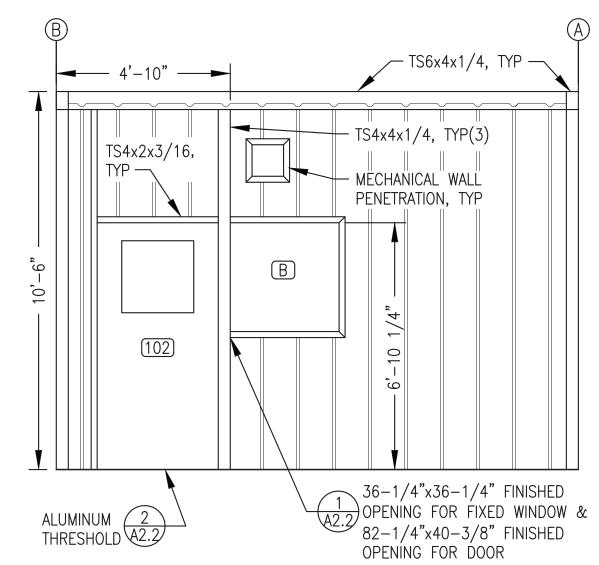
REF: IFC-2021, TABLE 1207.1.1

ACTUAL = 6 GAL (6 BATTERIES AT 1 GAL MAX EACH)







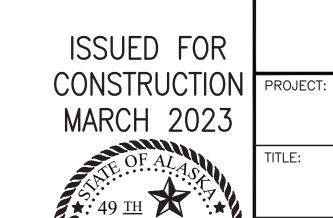


2 CONTROL ROOM WALL INTERIOR ELEVATION
A2.1 3/8"=1'-0"

FRAMED OPENING NOTES:

- 1) SEE MECHANICAL FOR SIZE, LOCATIONS, QUANTITY, AND DETAILS OF ALL MECHANICAL WALL PENETRATIONS.
- 2) FABRICATE DOOR AND WINDOW FRAMED OPENINGS TO FINISHED INSIDE (CLEAR) DIMENSIONS INDICATED AND LOCATE TO INSIDE EDGE OR CENTERLINE AS INDICATED.
- 3) FABRICATE ALL FRAMED OPENINGS WITH MITERED CORNERS AND FULL PENETRATION GROOVE WELDS. GRIND OUT INSIDE OF MITERED CORNERS TO PROVIDE FULL CLEAR OPENING.

Note: Doors and windows not part of module structure fabrication scope, see exclusions.





NELSON LAGOON POWER SYSTEM UPGRADE

Ξ:

INTERIOR ELEVATIONS



DRAWN BY: JTD	SCALE: AS NOTED
DESIGNED BY: DGT/BCG	DATE: 3/2/23
FILE NAME: NELS PP A1-A4	SHEET:
PROJECT NUMBER:	A2.1

DOOF	DOOR CONSTRUCTION								
DOOR NO.	WIDTH	HEIGHT	THICK NESS	FIRE RATING	HARDWARE GROUP	WALL THICK.	FRAME PROFILE	FRAME PREP.	REMARKS
101	3'-0"	6'-8"	1-3/4"	NONE	HW-1	N/A	3-3/4" SINGLE RABBETED	DIMPLE & PUNCH	24"x24" RE-LIGHT {4}
102	3'-0"	6'-8"	1-3/4"	NONE	HW-2	N/A	3-3/4" SINGLE RABBETED	DIMPLE & PUNCH	24"x24" RE-LIGHT {4}
103	3'-6"	6'-8"	1-3/4"	NONE	HW-3	N/A	3-3/4" SINGLE RABBETED	DIMPLE & PUNCH	
104	3'-6"	6'-8"	1-3/4"	NONE	HW-3	N/A	3-3/4" SINGLE RABBETED	DIMPLE & PUNCH	

DOOR	HARDWARE:		
<u>HW-1</u>			
3 EA	HINGES	HAGER	
1 EA	EXIT DEVICE	PRECISION	
1 EA 1 EA	CORE DOOR CLOSER	BEST LCN	BROWN CONSTRUCTION CORE 4040 x SCUSH x 689
I LA	W/SPRING STOP	LON	4040 X 300311 X 009
1 EA	KICK PLATE	ROCKWOOD	K1050 10 x 34 x 630
1 EA	WEATHER STRIP	PEMKO	2891AS x 36 (HEAD)
2 EA	WEATHER STRIP	PEMKO	290AS x 80 (SIDE JAMBS)
1 EA	BOTTOM SWEEP	HAGER	750S x 36
<u>HW-2</u>			
3 EA	HINGES	HAGER	BB1191 4.5 x 4.5 x 630
1 EA	EXIT DEVICE		
1 EA	DOOR CLOSER		4040 x CUSH x 689
1 EA 1 EA	KICK PLATE MOP PLATE	ROCKWOOD ROCKWOOD	
1 EA		PEMKO	2891AS x 36 (HEAD)
2 EA	WEATHER STRIP	PEMKO	290AS x 80 (SIDE JAMBS)
1 EA	THRESHOLD	HAGER	580S x 36
$\frac{HW-3}{7}$	LUNGEC	LIACED	DD1101 4 F 4 ENDD 670
3 EA	HINGES	HAGER	BB1191 4.5 x 4.5NRP x 630

EA EXIT LOCK

HEAVY DUTY

EA OVERHEAD STOP ROCKWOOD

EA WEATHER STRIP PEMKO

2 EA WEATHER STRIP PEMKO

EA BOTTOM SWEEP HAGER

ND25D x RHODES x 626

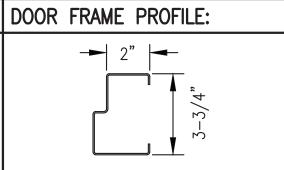
2891AS x 36 (HEAD)

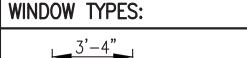
290AS x 80 (SIDE JAMBS)

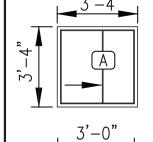
OH903H x US32D

750S x 36

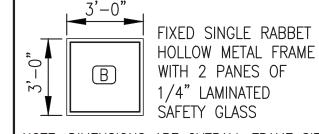
- } DOORS TO BE 16 GA. STEEL WITH SOLID POLYURETHANE INSULATION CORE AND WITH TOPS INVERTED AND CAULKED WATER TIGHT.
- {2} HOLLOW METAL FRAMES TO BE 16 GA. STEEL WELDED CONSTRUCTION, DIMPLED AND PUNCHED.
- {3} DOORS AND HOLLOW METAL FRAMES GALVANIZED AND FACTORY PRIMED. FIELD FINISH WITH TWO COATS OF PAINT IDENTICAL TO INTERIOR WALLS AND FLOORS AS SPECIFIED ON SHEET A1.
- {4} INSTALL INSULATED RE-LIGHT WITH TWO PANES OF 1/4" LAMINATED SAFETY GLASS WITH 1/2" AIR GAP, SIZE AS INDICATED.
- {5} MOUNT DOOR CLOSERS AND OVERHEAD STOPS TO VERTICAL INTERIOR FACES OF DOORS AND FRAMES SO THERE IS NO INTERFERENCE WITH WEATHER
- {6} SET FRAMES PLUMB AND ADJUST POSITION AND HARDWARE SO DOORS OPERATE SMOOTH WITHOUT INTERFERENCE.
- {7} SET WEATHER STRIPS TIGHT TO DOORS TO MAKE WATER TIGHT SEAL TOP AND SIDE. SEAL CORNERS WITH POLYURETHANE CAULK. UPON COMPLETION, DOORS SHALL BE TESTED FOR WATER TIGHTNESS WITH 10 GPM HOSE STREAM AGAINST EXTERIOR EDGES.





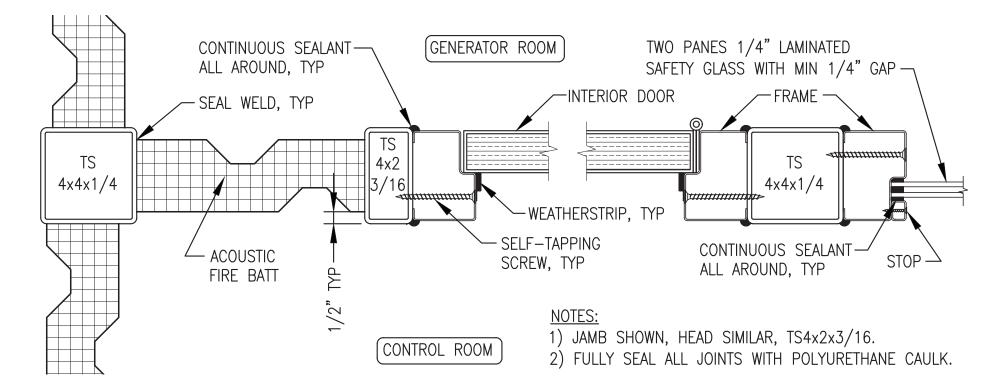


OPERABLE SLIDER WITH WHITE VINYL FRAME & 1" INSULATED GLAZING



1/4" LAMINATED SAFETY GLASS

NOTE: DIMENSIONS ARE OVERALL FRAME SIZE.



\INTERIOR DOOR AND WINDOW JAMB/HEAD A2.2 NO SCALE

✓ INSULATED DOOR -SEE NOTE 2 -SEE NOTE 1 STEEL FLOOR-

2) TRIM DOOR BOTTOM TO WITHIN 1/8" MAX OF

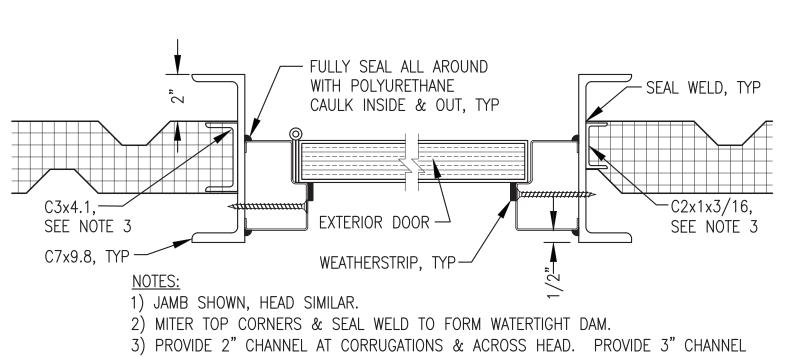
CONTAINMENT.

1) SET THRESHOLD IN CONTINUOUS BED OF POLYURETHANE

THRESHOLD TO ACHIEVE FULL CONTACT WITH GASKET.

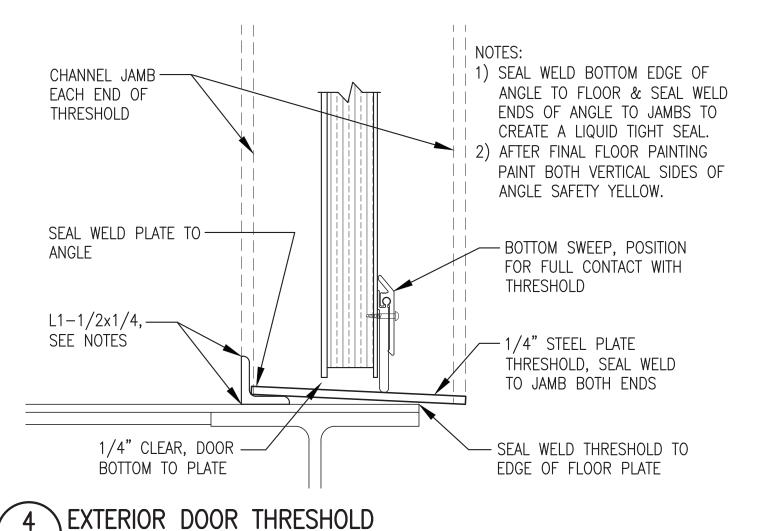
CAULK & CAULK ENDS TO JAMB TO FORM LIQUID TIGHT

2 INTERIOR DOOR THRESHOLD A2.2 NO SCALE

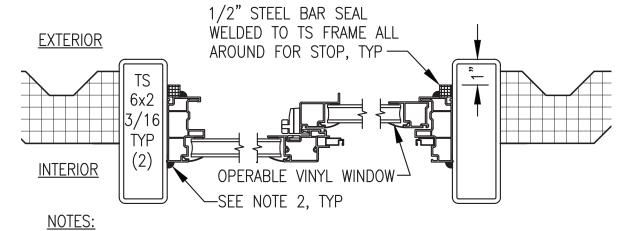




A2.2 NO SCALE



A2.2 NO SCALE



NOTES: 1) JAMB SHOWN, HEAD & SILL SIMILAR. 2) FULLY SEAL ALL JOINTS WITH POLYURETHANE CAULK.



Note: Doors and windows not part of module structure fabrication scope, see exclusions. All steel framing including steel plate threshold is included in module fabrication scope.

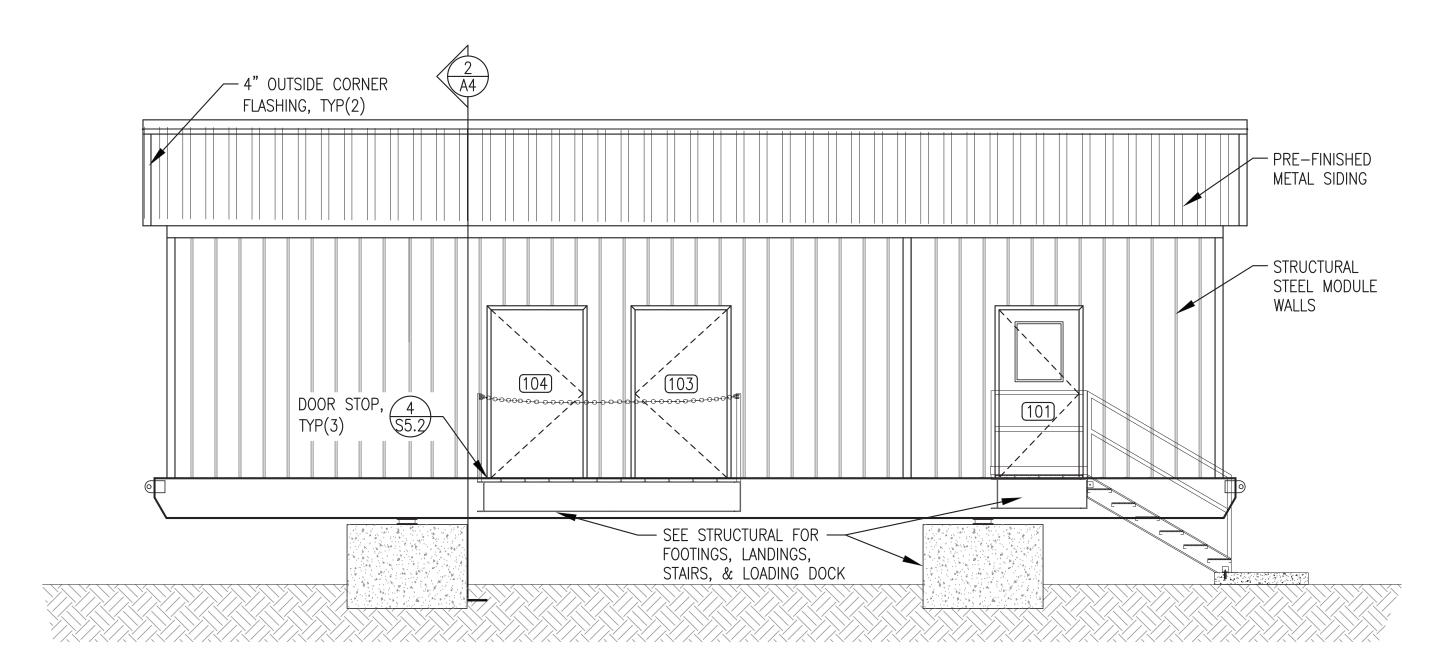
ISSUED FOR CONSTRUCTION PROJECT: MARCH 2023

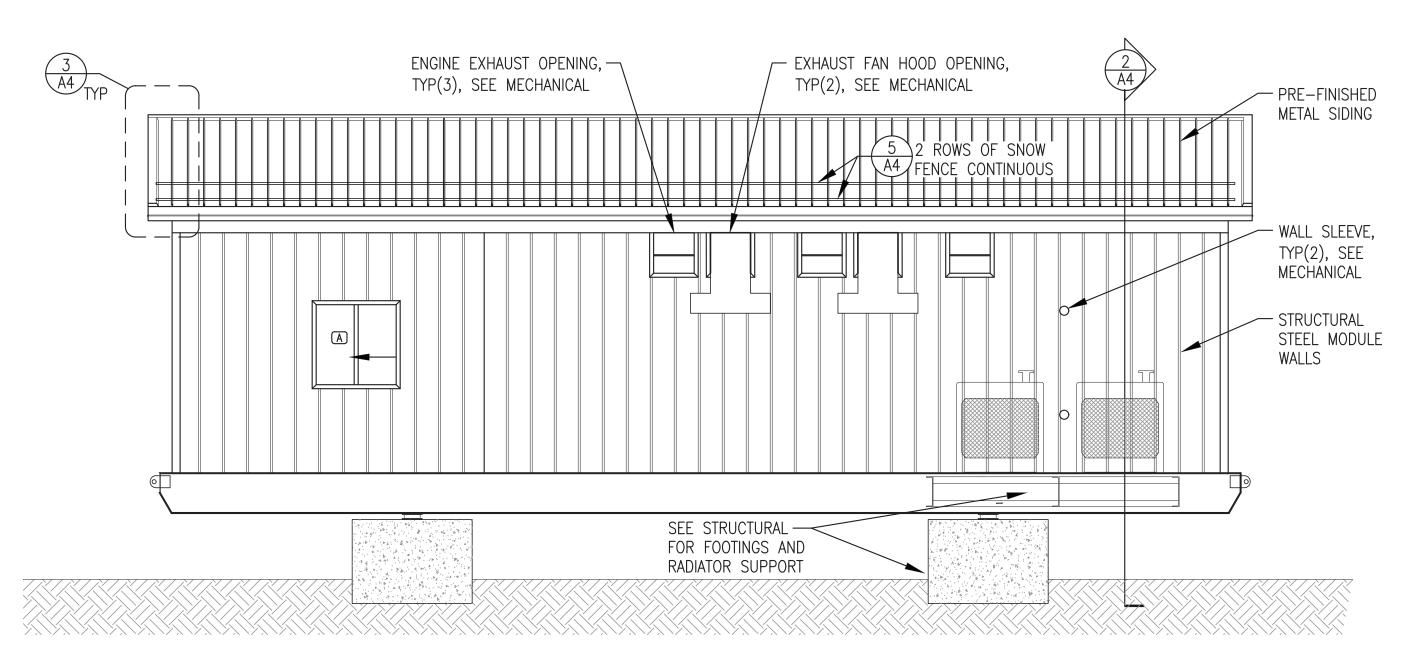


DOOR & WINDOW DETAILS & SCHEDULE



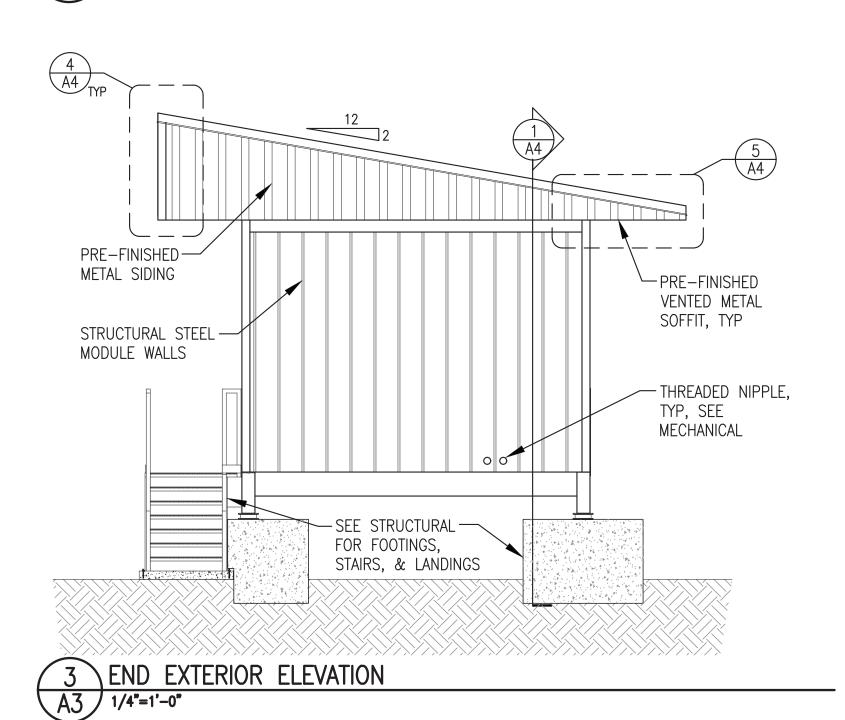
DRAWN BY: JTD	SCALE: AS NOTED
DESIGNED BY: DGT/BCG	DATE: 3/2/23
TILE NAME: NELS PP A1-A4	SHEET:
PROJECT NUMBER:	A2.2





1 FRONT EXTERIOR ELEVATION A3 1/4"=1'-0"

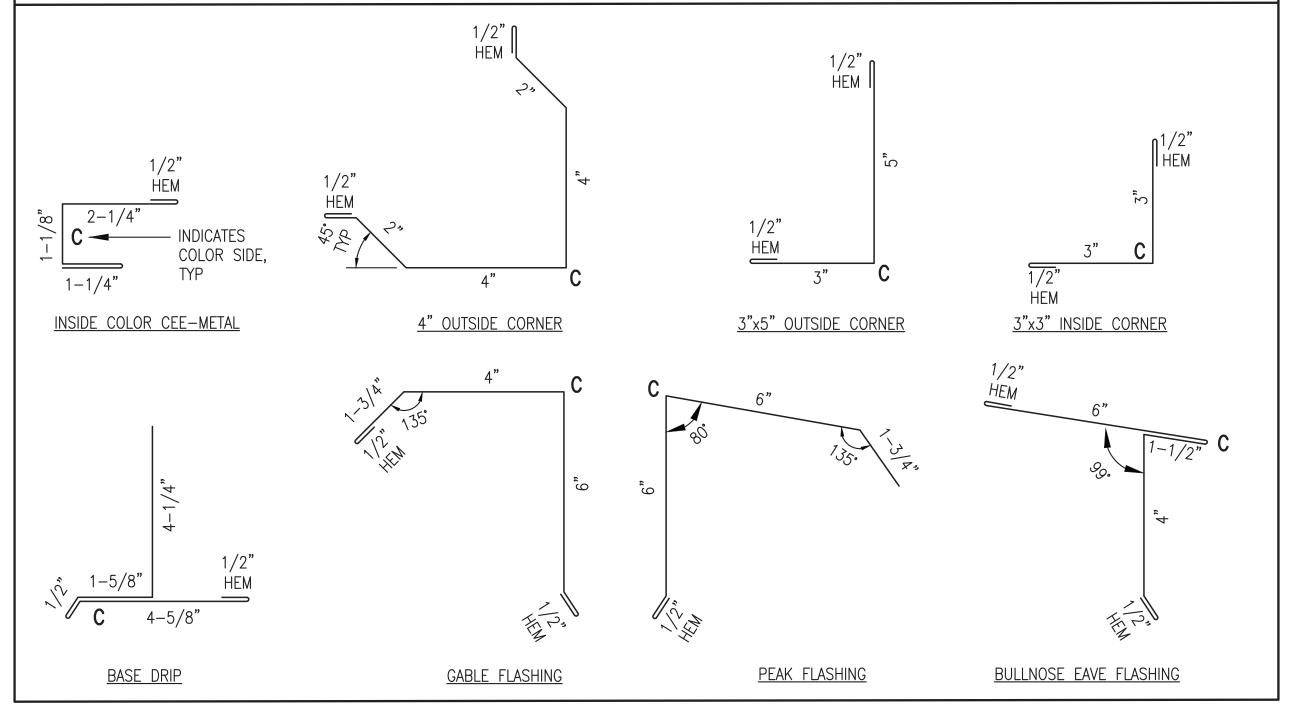
2 BACK EXTERIOR ELEVATION A3 1/4"=1'-0"



ROOFING SYSTEM NOTES:

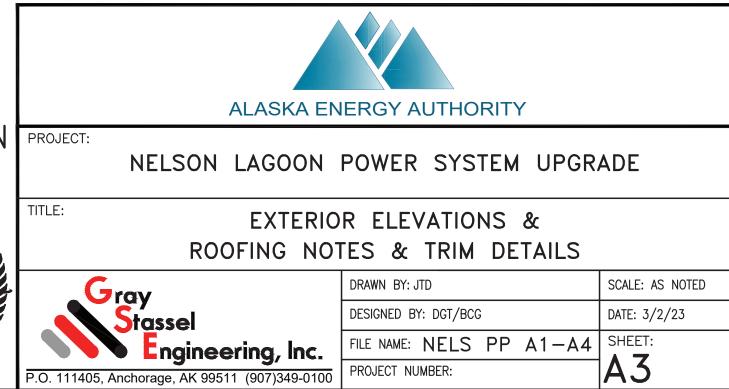
- 1) FIELD INSTALL TRUSSES TO MODULE STRUCTURE, SEE STRUCTURAL. FIELD INSTALL PLYWOOD SHEATHING, ICE AND WATER SHIELD, AND METAL ROOFING/SIDING AS INDICATED. SEAL AND FLASH ALL SEAMS TO FORM A CONTINUOUS WEATHERPROOF SEAL.
- 2) ALL ROOFING, SIDING, SOFFIT, TRIM, AND FLASHING SHALL BE MIN 24 GAUGE GALVANIZED STEEL WITH KYNAR FINISH, COLOR COOL TAHOE BLUE. ALL FASTENERS SHALL BE CORROSION RESISTANT COATED SCREWS AND RIVETS.
- 3) ROOFING SHALL BE MECHANICAL STANDING SEAM TYPE, 24 GAUGE, 16" NET COVERAGE, 2" HIGH RIBS AT 16" O.C. WITH TWO PENCIL RIBS BETWEEN. AEP SPAN SPAN LOK HP OR EQUAL. FURNISH CLIPS AND FASTENERS AS REQUIRED TO MEET LOAD CONDITIONS INDICATED ON SHEET S1.
- 4) SIDING SHALL BE LOW PROFILE, 24 GAUGE, 36" NET COVERAGE, 1-1/4" HIGH MAJOR RIBS AND 1/4 HIGH MINOR RIBS AT 12" O.C. AEP SPAN SUPER-SPAN OR EQUAL. FURNISH FASTENERS AS REQUIRED TO MEET LOAD CONDITIONS INDICATED ON SHEET \$1.1.
- 5) VENTED SOFFIT PANELS SHALL BE 24 GAUGE GALVANIZED STEEL, 12" NET COVERAGE, KYNAR FINISH, 1" STANDOFF FROM SUBSTRATE, CONCEALED FASTENERS, WITH TWO PENCIL RIBS PROVIDING MINIMUM 7.8% NET FREE AREA. AEP SPAN FLUSH PANEL OR EQUAL.
- 6) SEE SHEET A4 FOR ROOF MOUNTED SNOW FENCE.

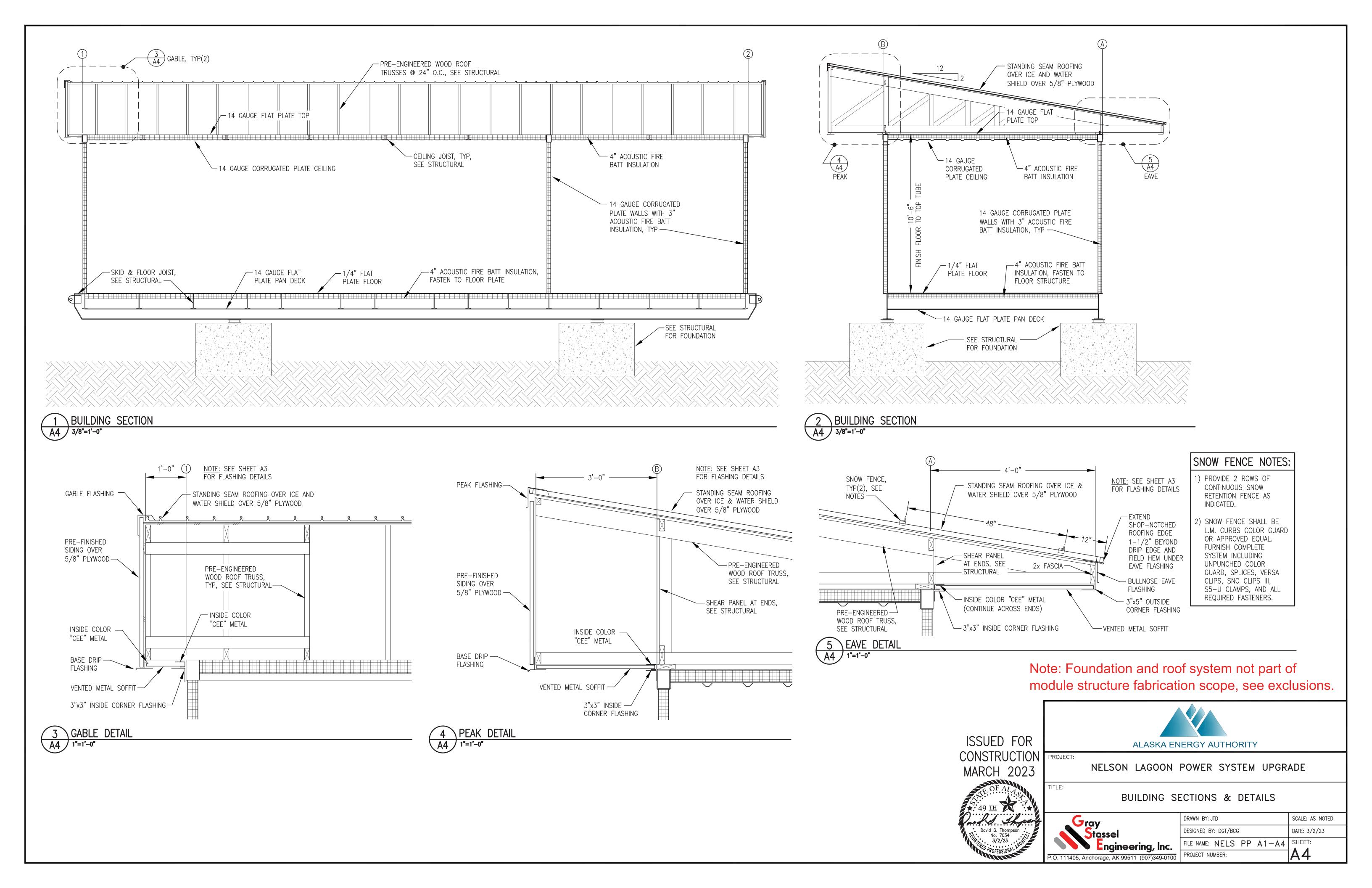
ROOFING SYSTEM TRIM & FLASHING:

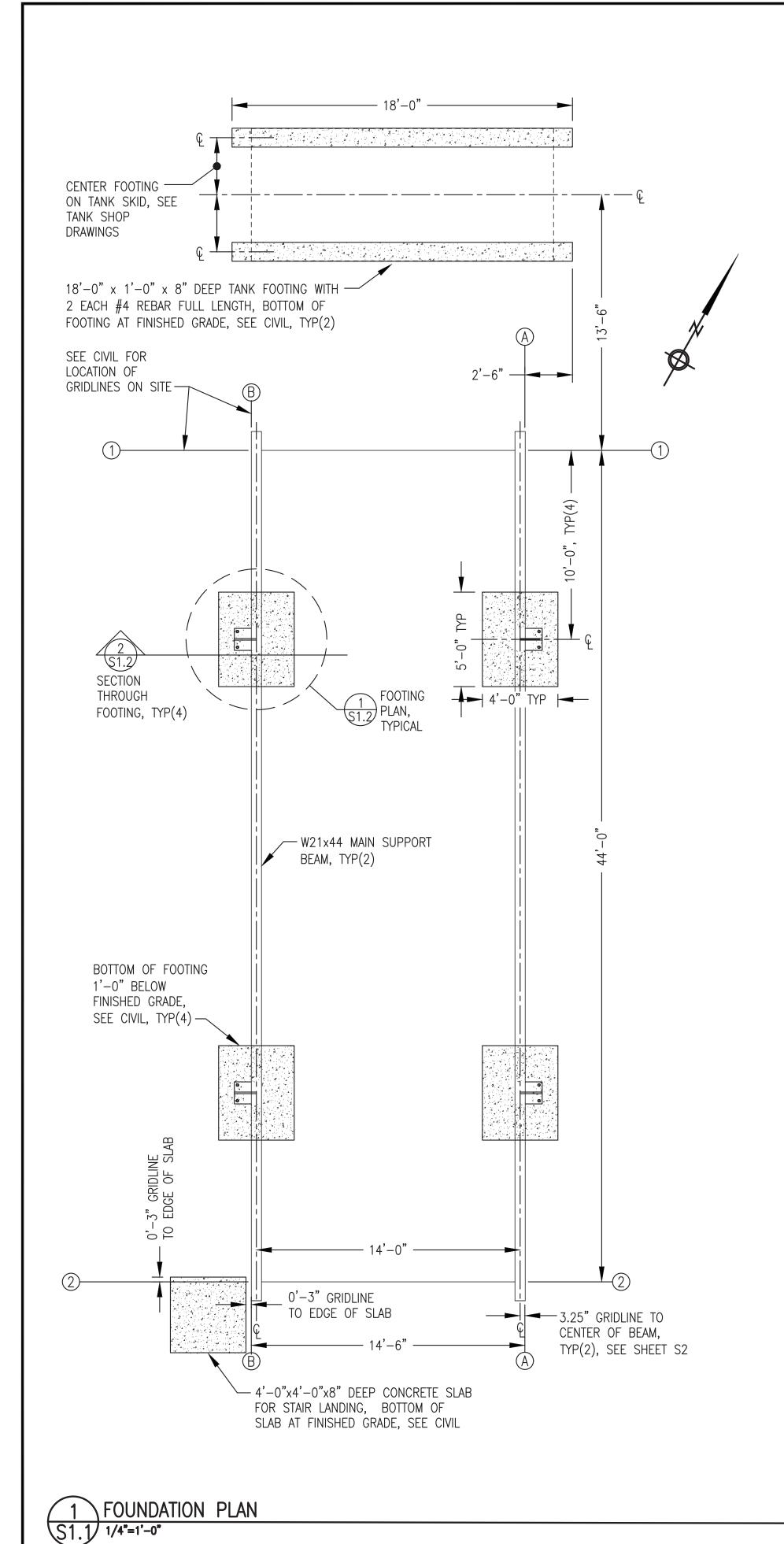


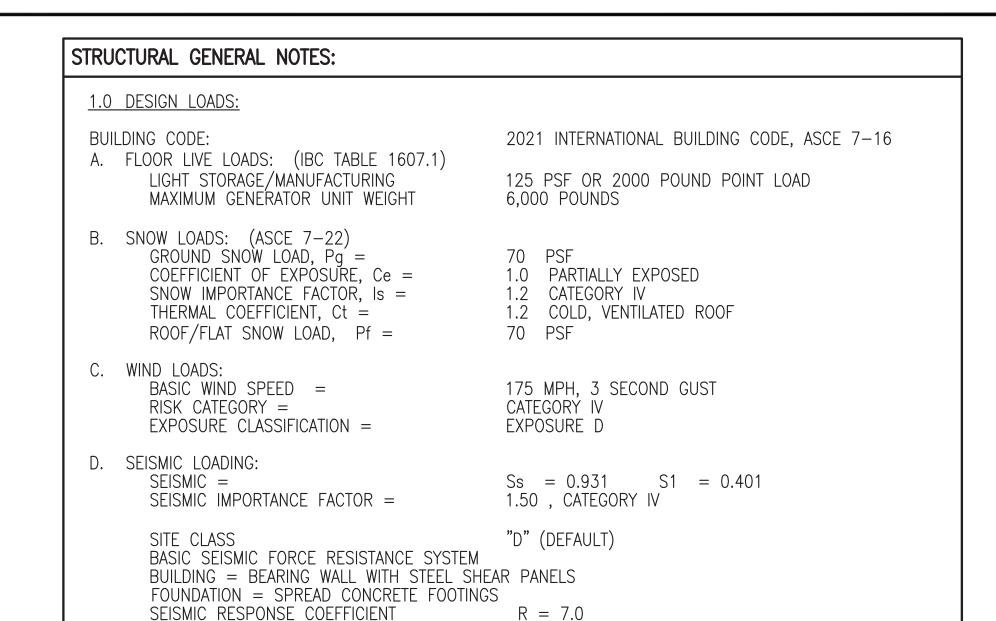
Note: Doors, windows, foundation, mechanical equipment, and electrical equipment not part of module structure fabrication scope, see exclusions.





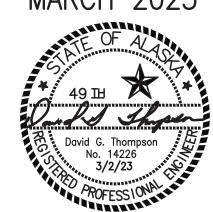






Note: Concrete footings not part of module structure fabrication scope, see exclusions.

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CONSTRUCTION PROJECT:
MARCH 2023



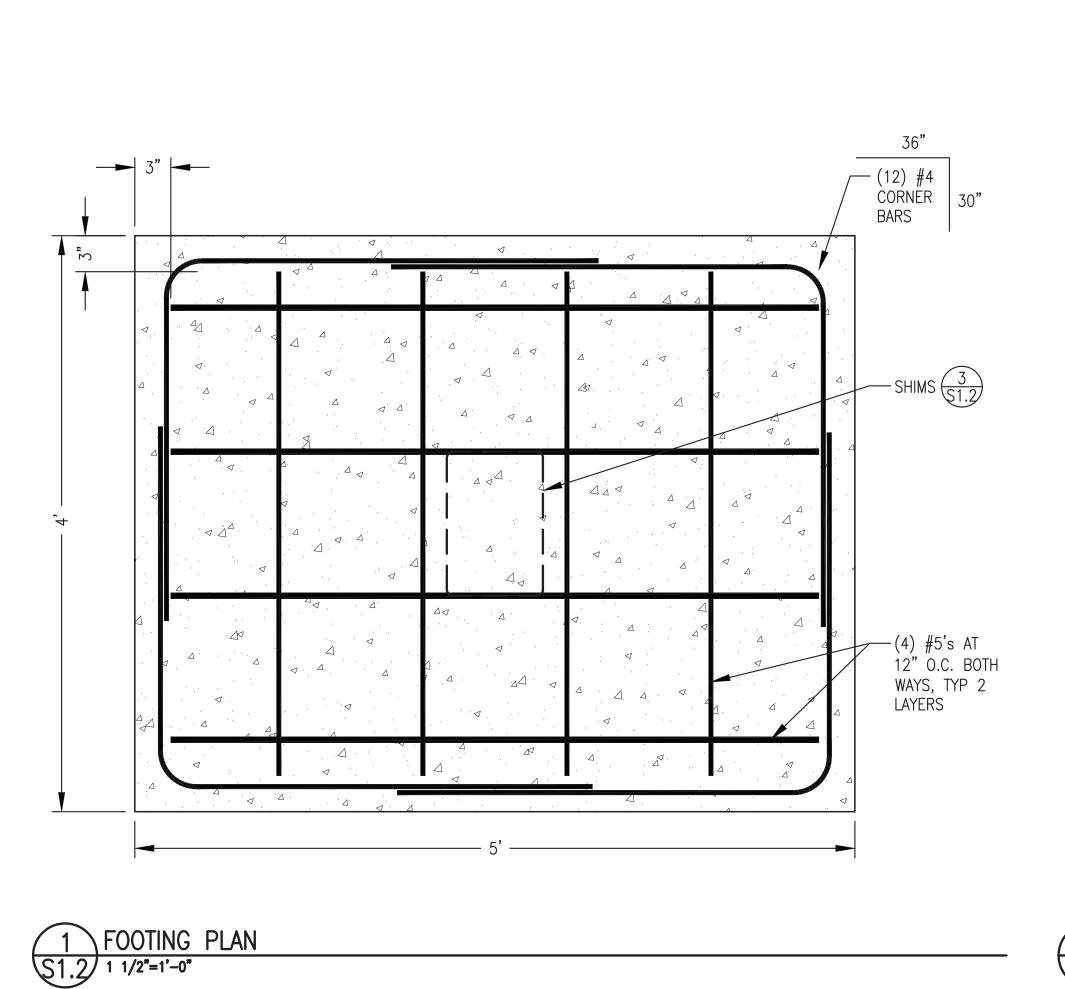


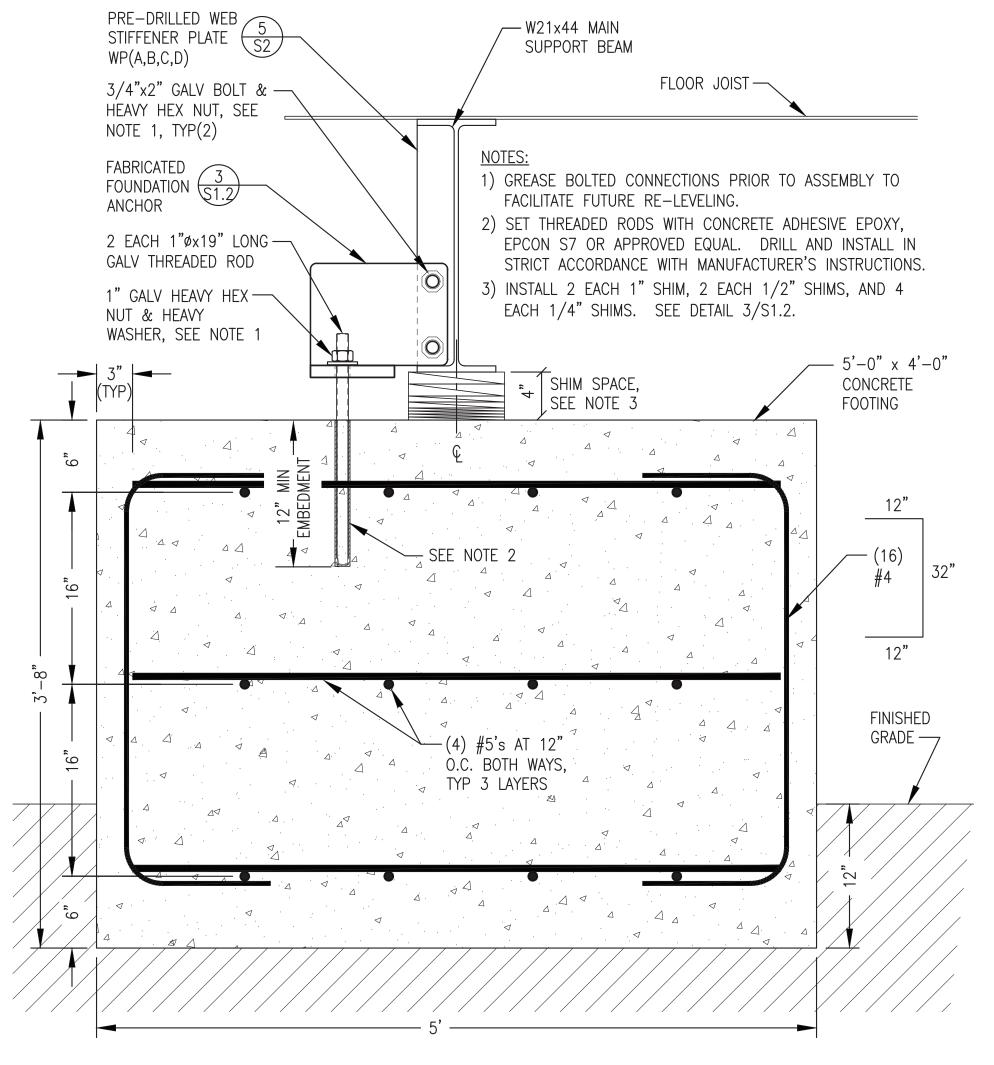
NELSON LAGOON POWER SYSTEM UPGRADE

FOUNDATION PLAN, CODE ANALYSIS,
& STRUCTURAL NOTES

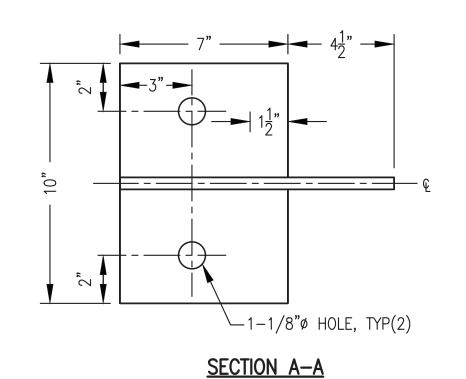


WN BY: JTD	SCALE: AS NOTED
IGNED BY: DGT/BCG	DATE: 3/2/23
NAME: NELS PP S1-S5	SHEET:
JECT NUMBER:	51.1





2 SECTION THROUGH FOOTING



PL 1/2"─

1"ø HOLE, TYP(2)

TYPICAL SHIM

SHIM FABRICATION TABLE

THICKNESS QUANTITY MATERIAL

1/4" 16 GALV STEEL

1/2" 8 GALV STEEL

_____ 12" _____

ROUND CORNERS

ANCHOR & SHIM FABRICATION NOTES:

1) FABRICATE FOUR IDENTICAL ANCHOR ASSEMBLIES.
DO NOT SHEAR ANCHOR PLATES. CUT WITH WATER
JET, TORCH, OR SAW.

GALV STEEL

- 2) FABRICATE FROM ASTM A-36 STEEL PLATE.
- 3) MAKE ALL JOINTS AND CONNECTIONS WITH CONTINUOUS GROOVE OR FILLET WELDS.
- 4) FABRICATE SHIMS OF QUANTITY AND THICKNESS AS DESCRIBED IN SHIM FABRICATION TABLE.
- 5) UPON COMPLETION OF FABRICATION ROUND ALL OUTSIDE CORNERS AND GRIND ALL EDGES SMOOTH
- 6) SAND BLAST ALL PIECES TO SSPC-SP-6. COAT WITH 3 COATS OF COLD GALVANIZING COMPOUND, ZRC OR APPROVED EQUAL TO 9 MILS MINIMUM DRY FILM THICKNESS.

ELEVATION

S1.2 3"=1'-0"

ELEVATION

ELEVATION

ANCHOR & SHIM FABRICATION

Note: Concrete footings and embedded 1" threaded rod not part of module structure fabrication scope, see exclusions. Furnish foundation anchor, shims, and 3/4" bolts loose ship for field installation by others.



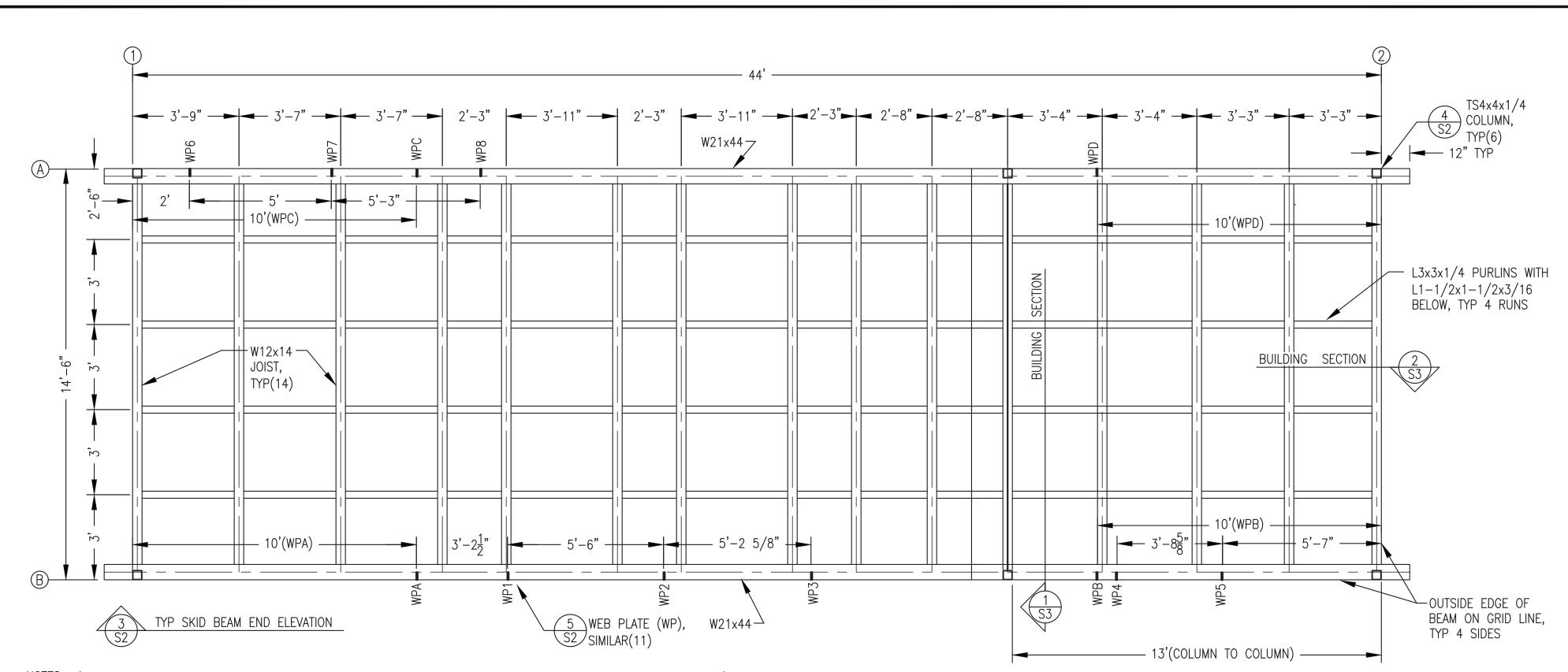


NELSON LAGOON POWER SYSTEM UPGRADE

FOUNDATION DETAILS

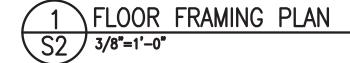


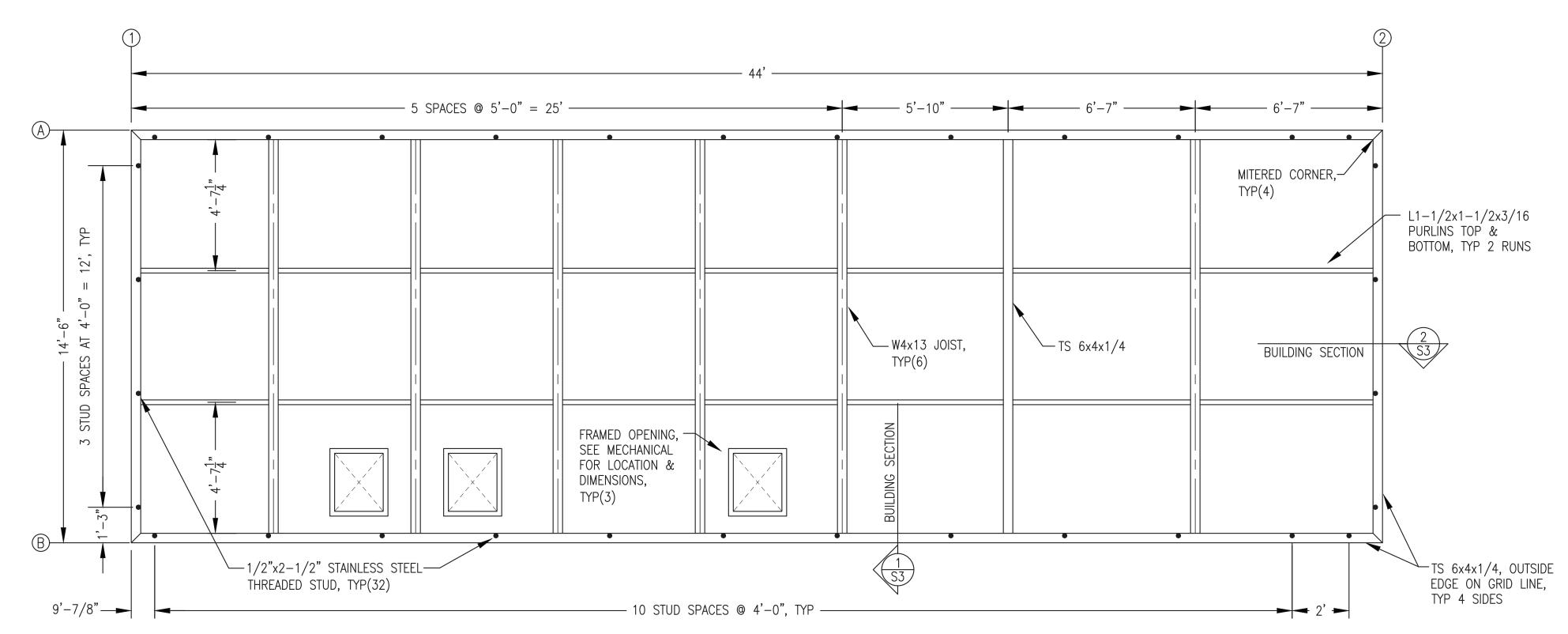
DRAWN BY: JTD	SCALE: AS NOTED
DESIGNED BY: DGT/BCG	DATE: 3/2/23
FILE NAME: NELS PP S1-S5	SHEET:
PROJECT NUMBER:	51.2



NOTES: 1) FABRICATE FLOOR AND PAN DECKS USING SHEETS CUT SO THAT ALL JOINTS ARE CENTERED ON PURLINS AND/OR JOISTS.

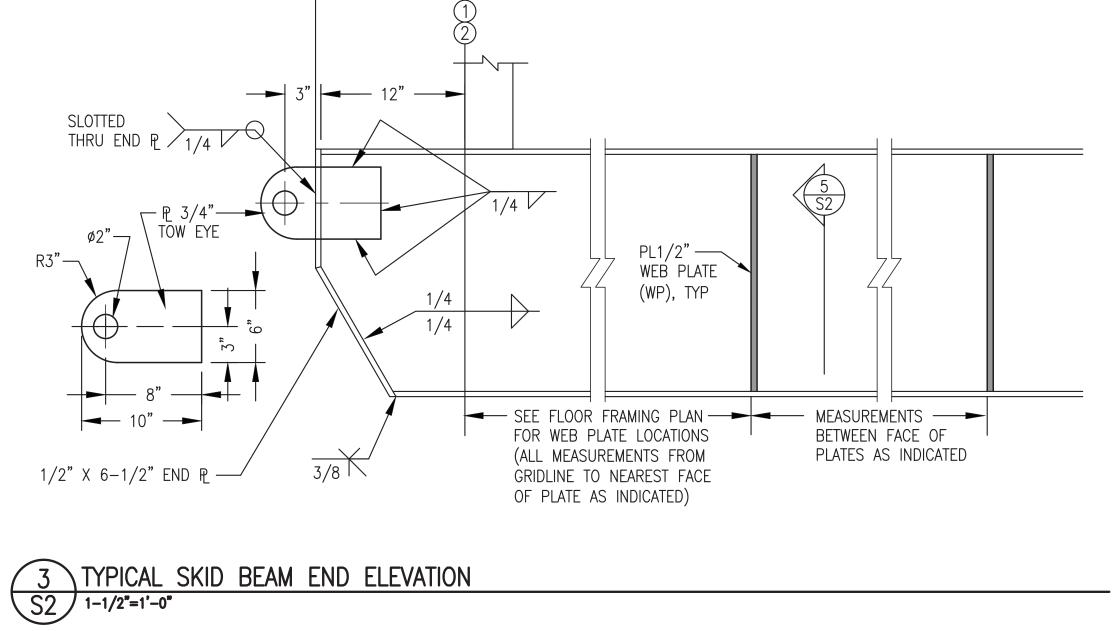
2) SEE MECHANICAL SUPPORT PLAN M2.2 FOR GENERATOR SUPPORT PEDESTAL LOCATIONS AND FABRICATION.



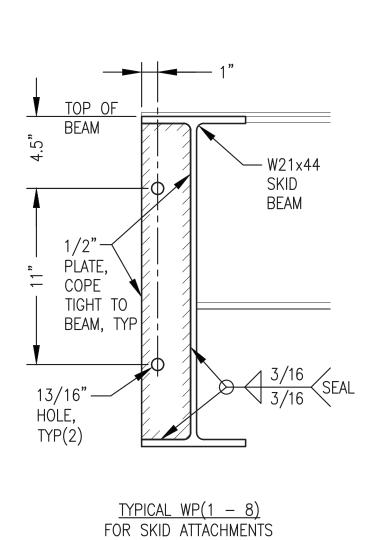


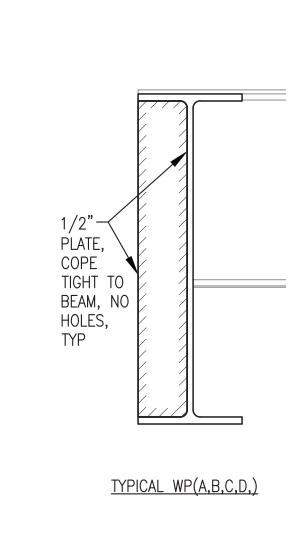
- NOTES: 1) FABRICATE CEILING FLAT AND CORRUGATED DECKS USING SHEETS CUT SO THAT ALL JOINTS ARE CENTERED ON PURLINS AND/OR JOISTS.
 - 2) SEE MECHANICAL SUPPORT PLAN M2.3 FOR CEILING CORRUGATION LAYOUT AND STRUT SUPPORT LOCATION AND INSTALLATION.
 - 3) PROVIDE ADDITIONAL L1-1/2" BOTTOM PURLINS AGAINST PERIMETER TS AS REQUIRED FOR CEILING PLATE SUPPORT.





TOP OF STEEL 10'-6" ABOVE FINISHED FLOOR - TS6x4x1/4 — TS4x4x1/4 FINISHED FLOOR ├── № 1/4" FLOOR ─ W21x44





NOTE: DO NOT SHEAR WEB PLATES. CUT WITH WATER JET, TORCH, OR SAW.

4 TYP CORNER COLUMN S2 1-1/2"=1'-0"

5 TYPICAL WEB PLATE (WP)
S2 2"=1'-0"

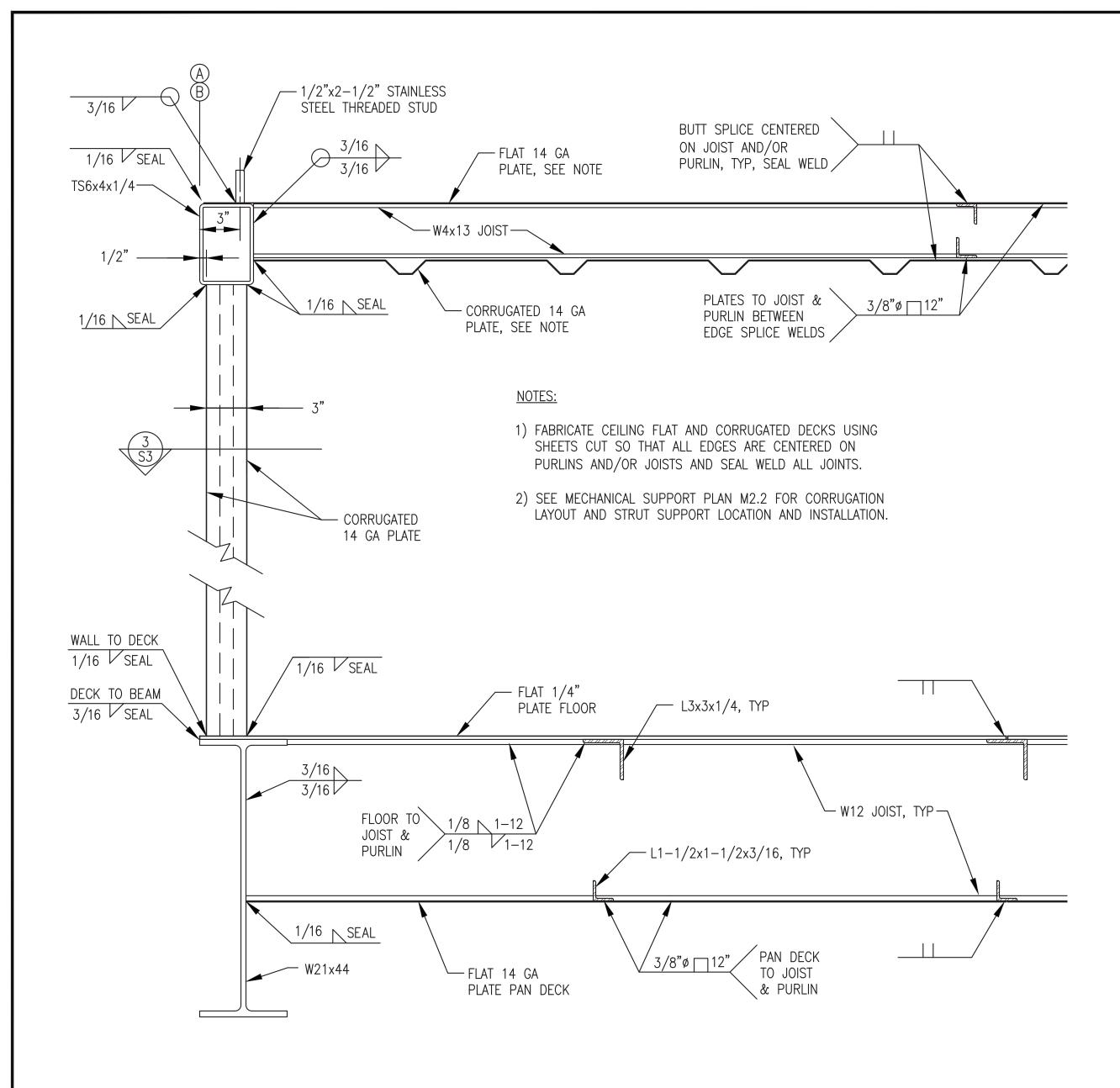


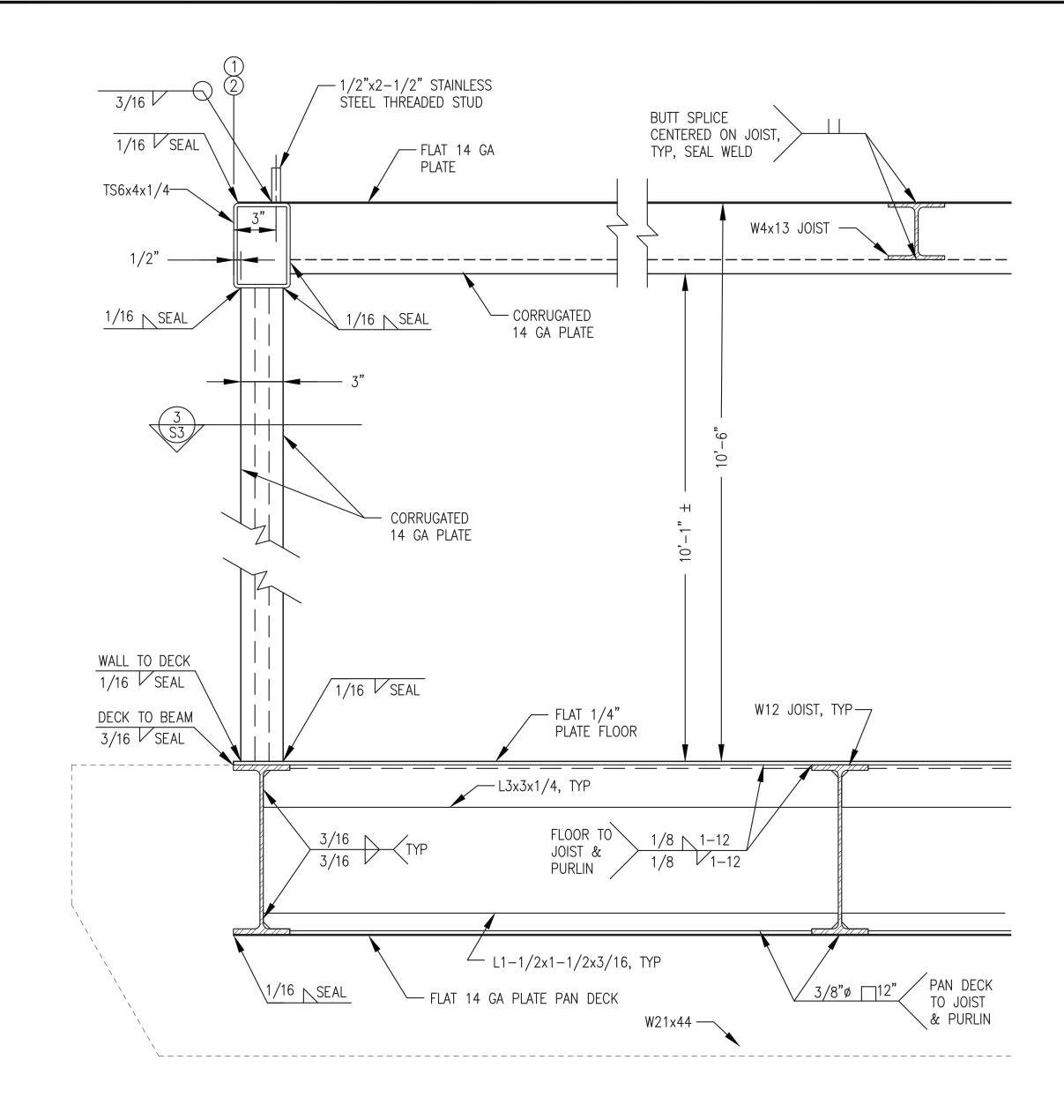


NELSON LAGOON POWER SYSTEM UPGRADE

MODULE FRAMING PLANS & DETAILS

Gray	DRAWN BY: JTD	SCALE: AS NOTED
Stassel	DESIGNED BY: DGT/BCG	DATE: 3/2/23
Engineering, Inc.	FILE NAME: NELS PP S1-S5	SHEET:
P.O. 111405, Anchorage, AK 99511 (907)349-0100	PROJECT NUMBER:	S 2





TYPICAL BUILDING SECTION

2 TYPICAL BUILDING SECTION
S3 2"=1'-0"

CORRUGATED 14 GA PLATE — TS4x4x1/4 COLUMN /_{3/8}"ø □12" √3/8"ø □12" — CORRUGATIONS @ 11" O.C. STAGGER 3" MIN \angle C2x1x3/16 @ 2'-0" O.C.

TYPICAL EXTERIOR WALL - PLAN VIEW

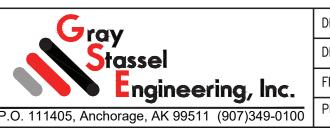
4 TYPICAL CORRUGATION
S3 4"=1'-0"

ISSUED FOR CONSTRUCTION PROJECT: MARCH 2023

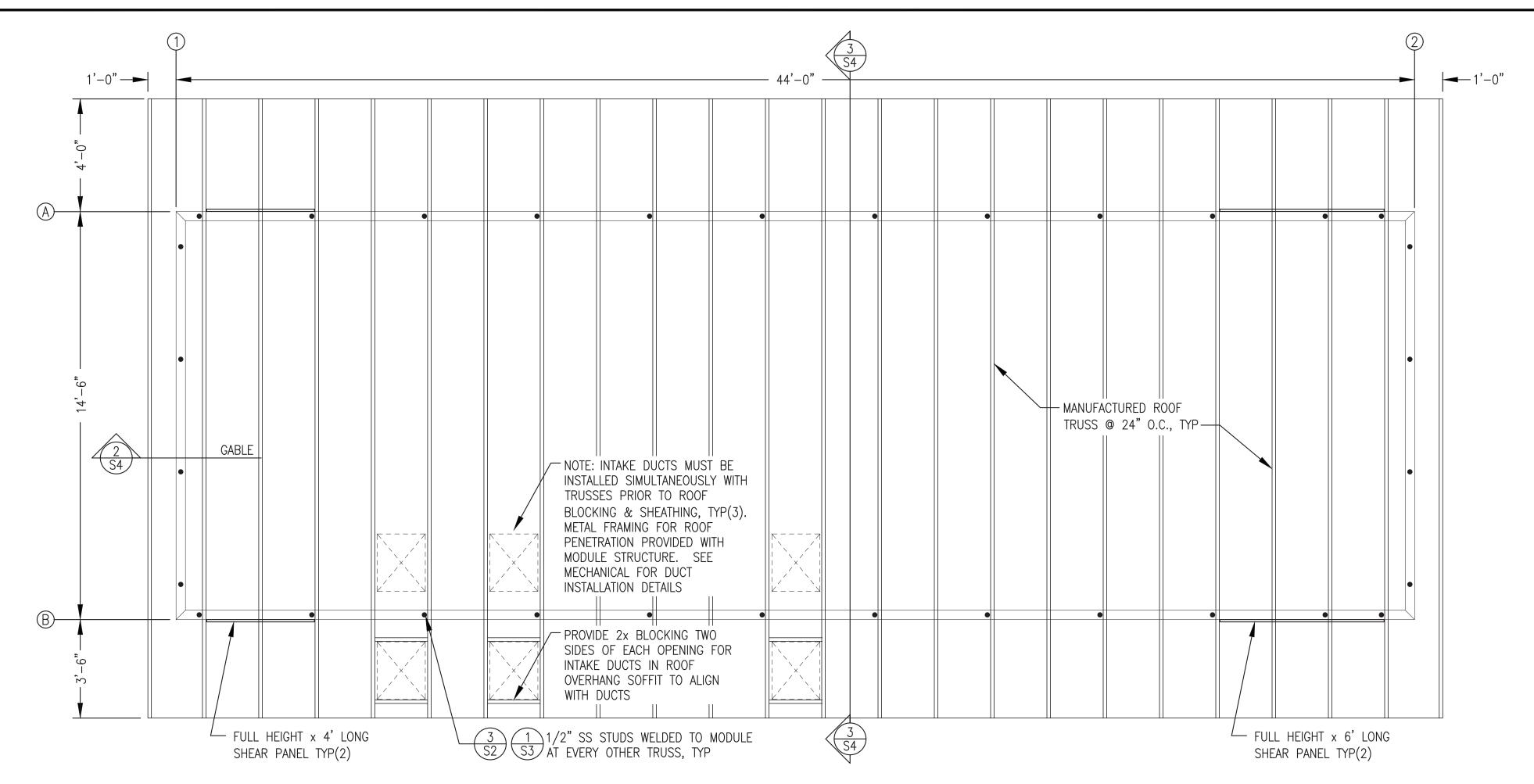


NELSON LAGOON POWER SYSTEM UPGRADE

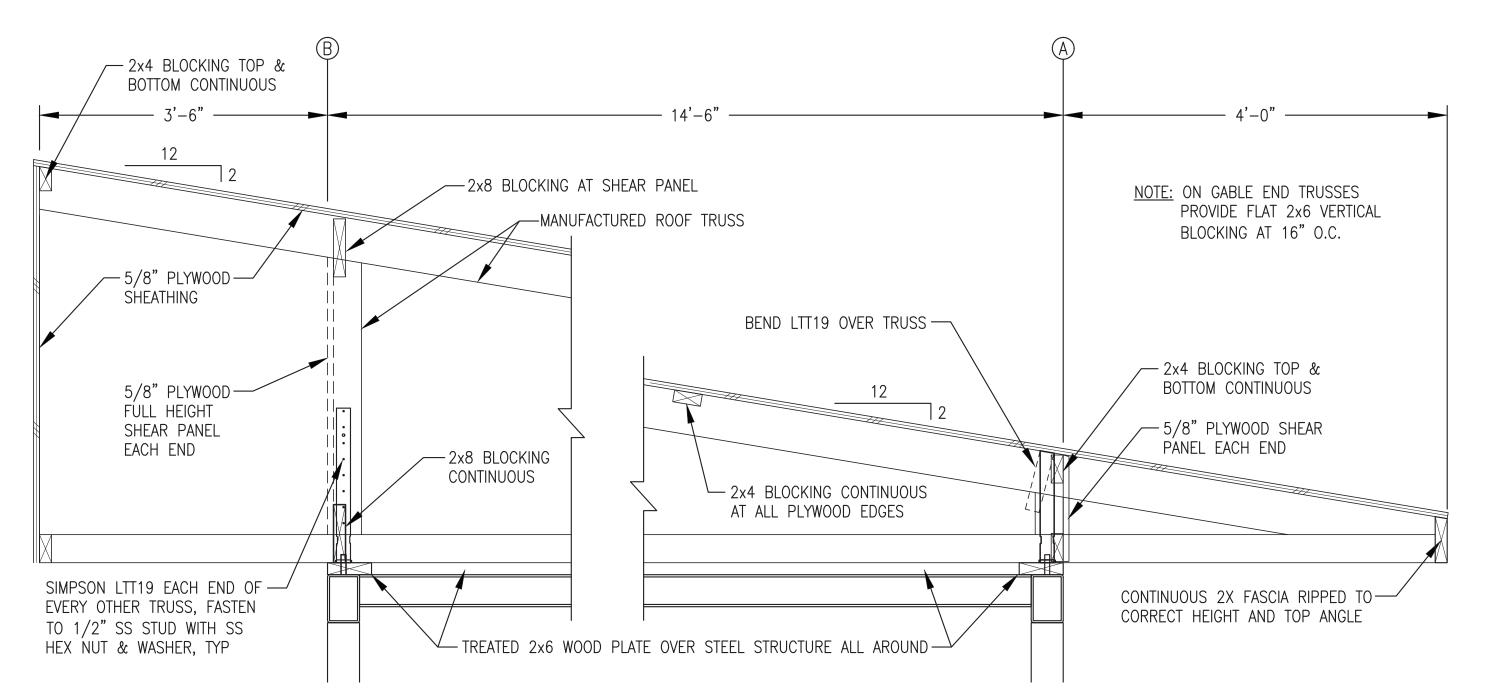
MODULE SECTIONS DETAILS



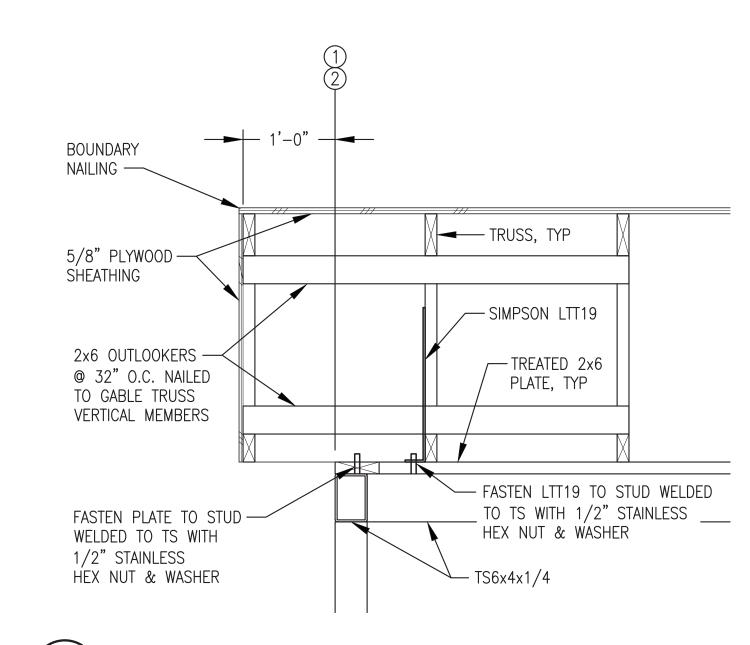
	DRAWN BY: JTD	SCALE: AS NOTED
	DESIGNED BY: DGT/BCG	DATE: 3/2/23
	FILE NAME: NELS PP S1-S5	SHEET:
•	PROJECT NUMBER:	53



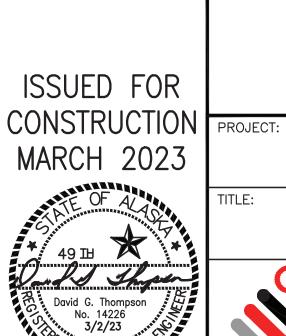
1 ROOF FRAMING PLAN
3/8*=1'-0*



3 ROOF TRUSS INSTALLATION
S4 NO SCALE



Note: Roof system not part of module structure fabrication scope, see exclusions.

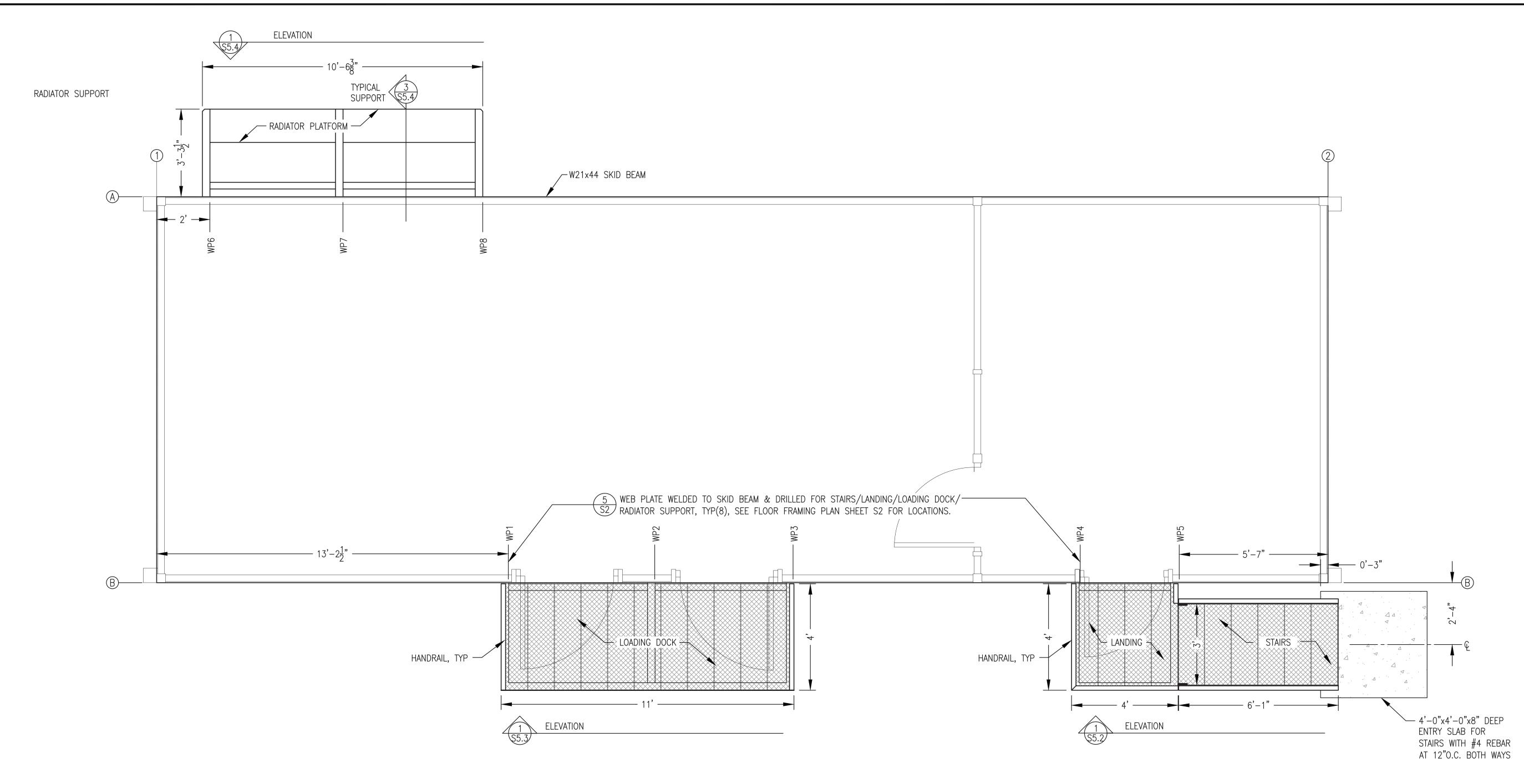




ROOF FRAMING PLAN & DETAILS



ECT NUMBER:	54
NAME: NELS PP S1-S5	SHEET:
GNED BY: DGT/BCG	DATE: 3/2/23
/N BY: JTD	SCALE: AS NOTED



1 STAIRS, LANDINGS, LOADING DOCK & RADIATOR SUPPORT PLAN

EXTERIOR ASSEMBLY FABRICATION GENERAL NOTES:

- 1) THESE NOTES APPLY TO THE SHOP FABRICATION OF ALL EXTERIOR ASSEMBLIES SHOWN ON THE S5 SHEETS INCLUDING STAIRS, LANDINGS, LOADING DOCK, AND RADIATOR SUPPORT.
- 2) FABRICATE FROM ASTM A-36 STEEL SHAPES AND PLATE. STAIR AND PLATFORM TREADS TO BE PRE-GALVANIZED 2"x11-3/4"x12 GA. GRIP STRUT.
- 4) MAKE ALL JOINTS WITH CONTINUOUS GROOVE OR FILLET WELDS EXCEPT WHERE SPECIFICALLY INDICATED AS BOLTED.
- 5) PRIOR TO FINAL WELDING, BOLT ASSEMBLIES TO SKIDS AND VERIFY ALL FRAMING IS LEVEL WITH AND PERPENDICULAR TO SKIDS. WELD OUT THEN REMOVE FOR COATING.
- 6) UPON COMPLETION OF WELDING, ROUND CORNERS AND GRIND EDGES SMOOTH.
- 6) SANDBLAST OR WIRE BRUSH ENDS OF PRE-GALV TREADS PRIOR TO WELDING TREADS TO FRAMING OR USE BOLT-ON END CAPS.
- 7) SANDBLAST ALL FABRICATIONS EXCEPT PRE-GALVANIZED GRIP STRUT TO SSPC-SP-6 AND APPLY 3 COATS OF COLD GALVANIZING COMPOUND, ZRC OR EQUAL, TO 9 MILS MINIMUM DRY FILM THICKNESS.
- 8) FURNISH GALVANIZED STEEL NUTS, BOLTS, AND WASHERS FOR FIELD ASSEMBLY.

Note: Concrete slab not part of module structure fabrication scope, see exclusions.



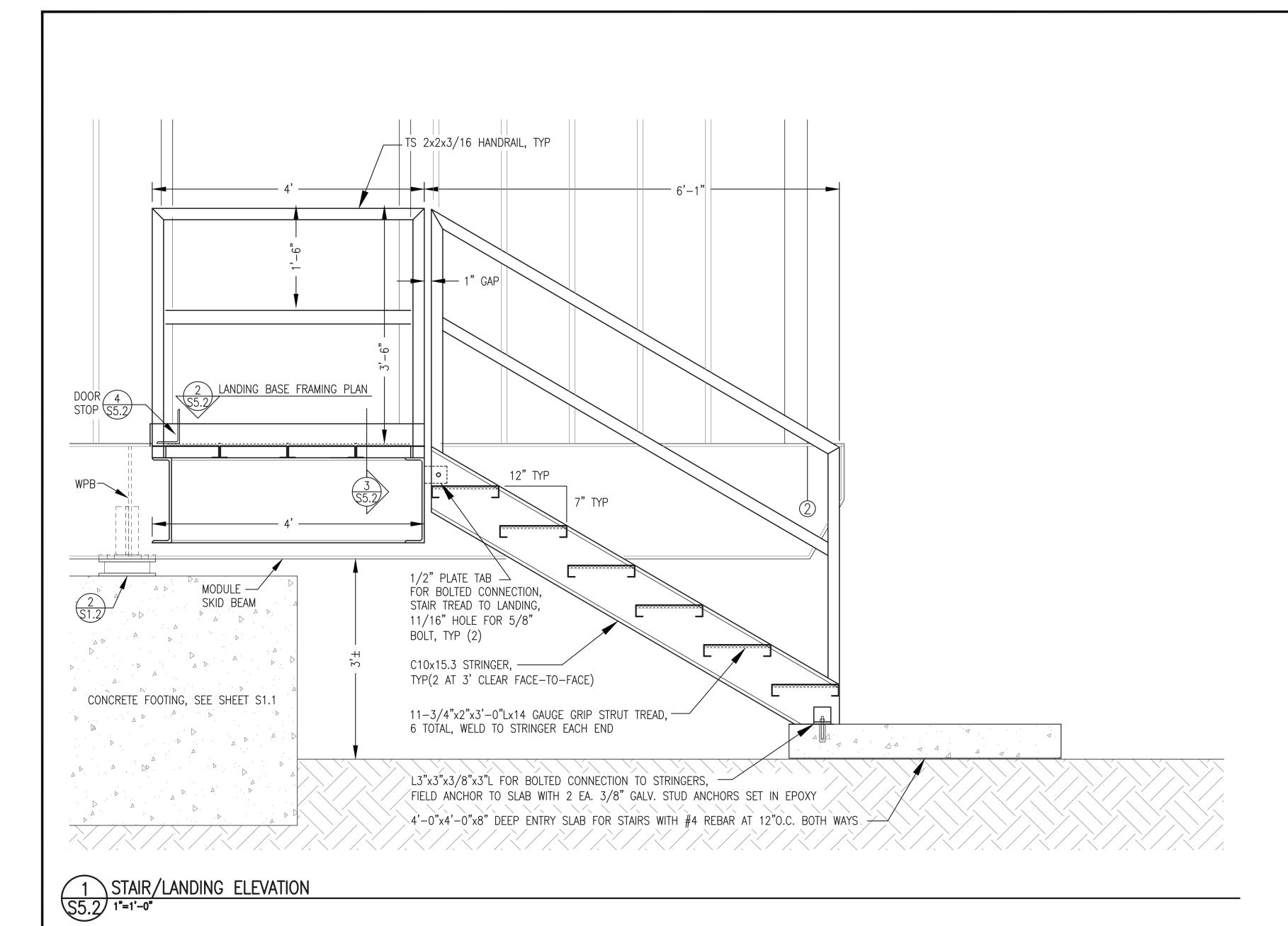


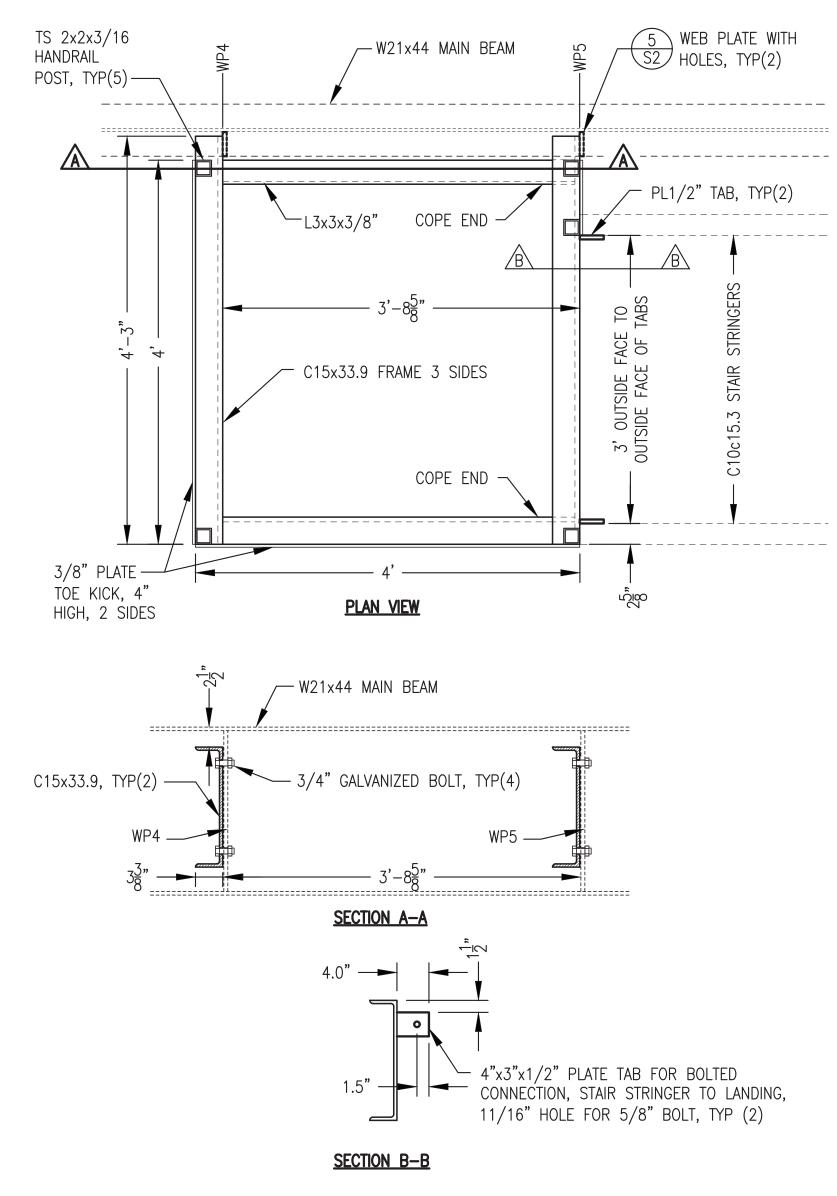
NELSON LAGOON POWER SYSTEM UPGRADE

STAIRS, LANDINGS, LOADING DOCK, & RADIATOR SUPPORT PLAN

Gray	DRA
Stassel	DES
Engineering, Inc.	FIL
P.O. 111405, Anchorage, AK 99511 (907)349-0100	PR
9-,	

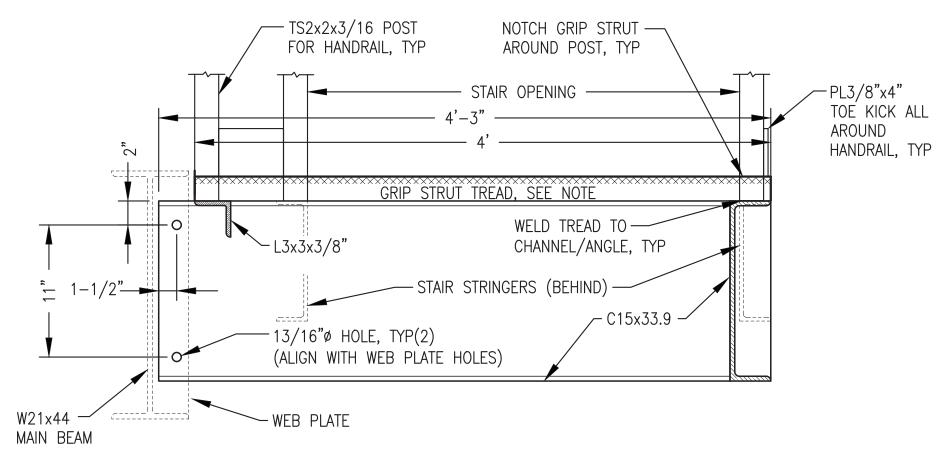
DRAWN BY: JTD	SCALE: AS NOTED
DESIGNED BY: DGT/BCG	DATE: 3/2/23
FILE NAME: NELS PP S1-S5	SHEET:
PROJECT NUMBER:	S5.1



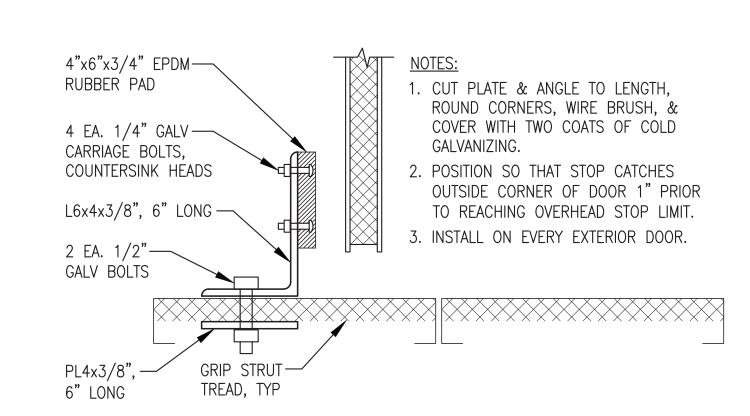


2 LANDING BASE FRAMING PLAN & SECTIONS S5.2 1"=1'-0"

NOTE: INSTALL 4 EACH 11-3/4"x2"x4'-0"Lx14 GAUGE GRIP STRUT TREADS.

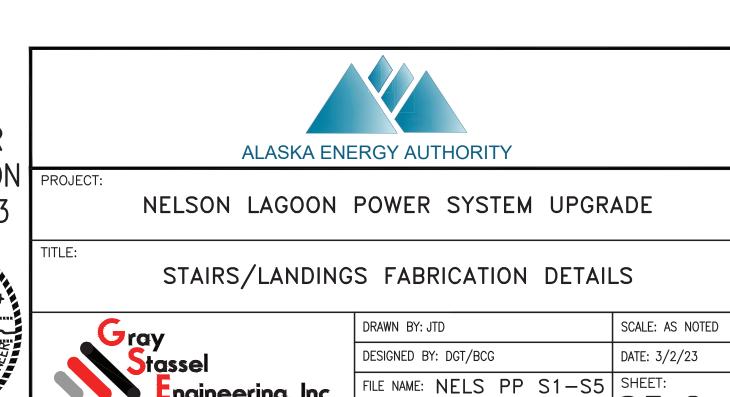


3 LANDING SECTION & MAIN BEAM CONNECTION DETAIL S5.2 1-1/2*=1'-0*



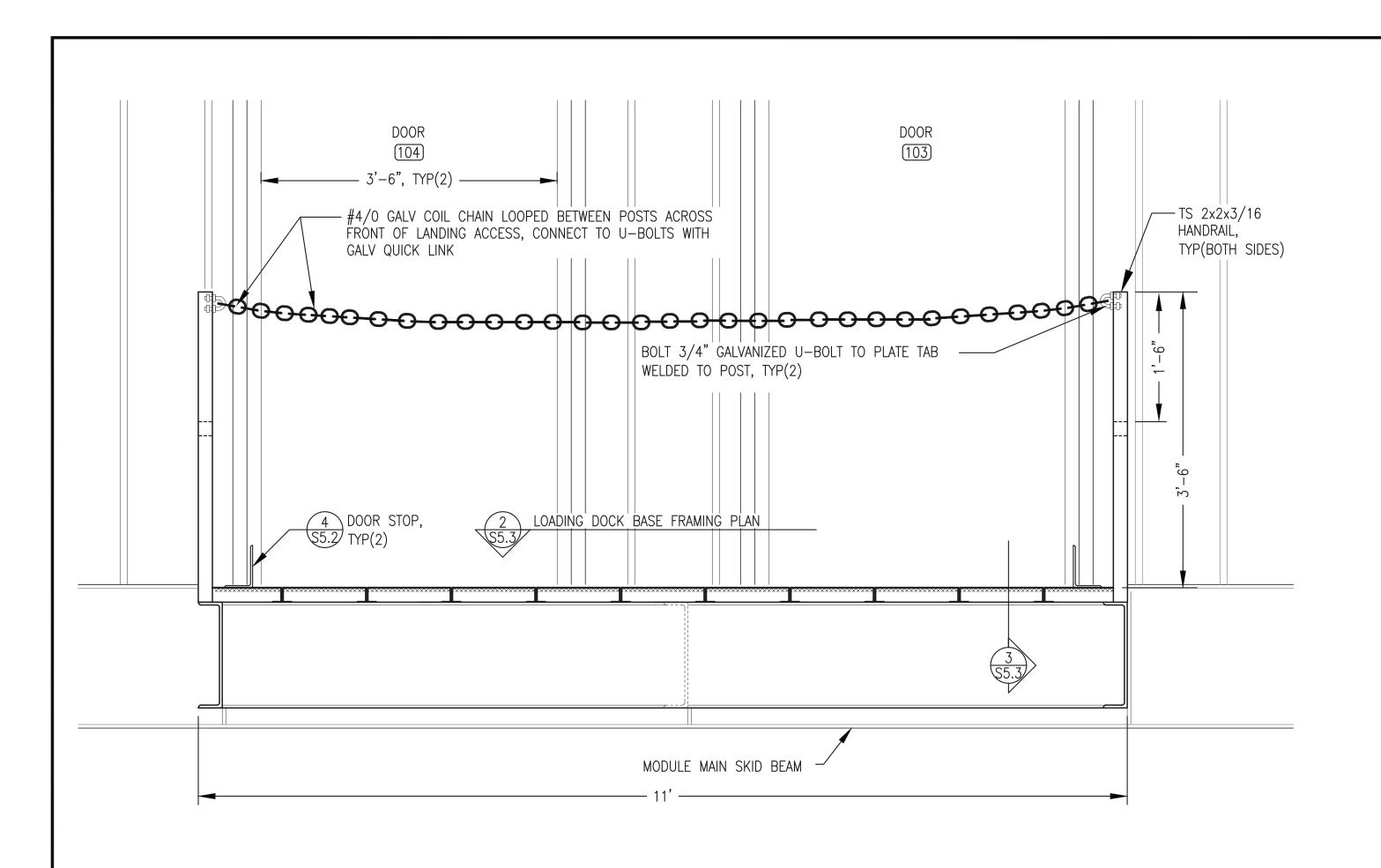
4 TYPICAL EXTERIOR DOOR BOTTOM STOP \$5.2 NO SCALE Note: Concrete slab not part of module structure fabrication scope, see exclusions. Furnish door bottom stops loose ship for field installation by others.

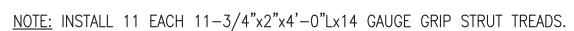




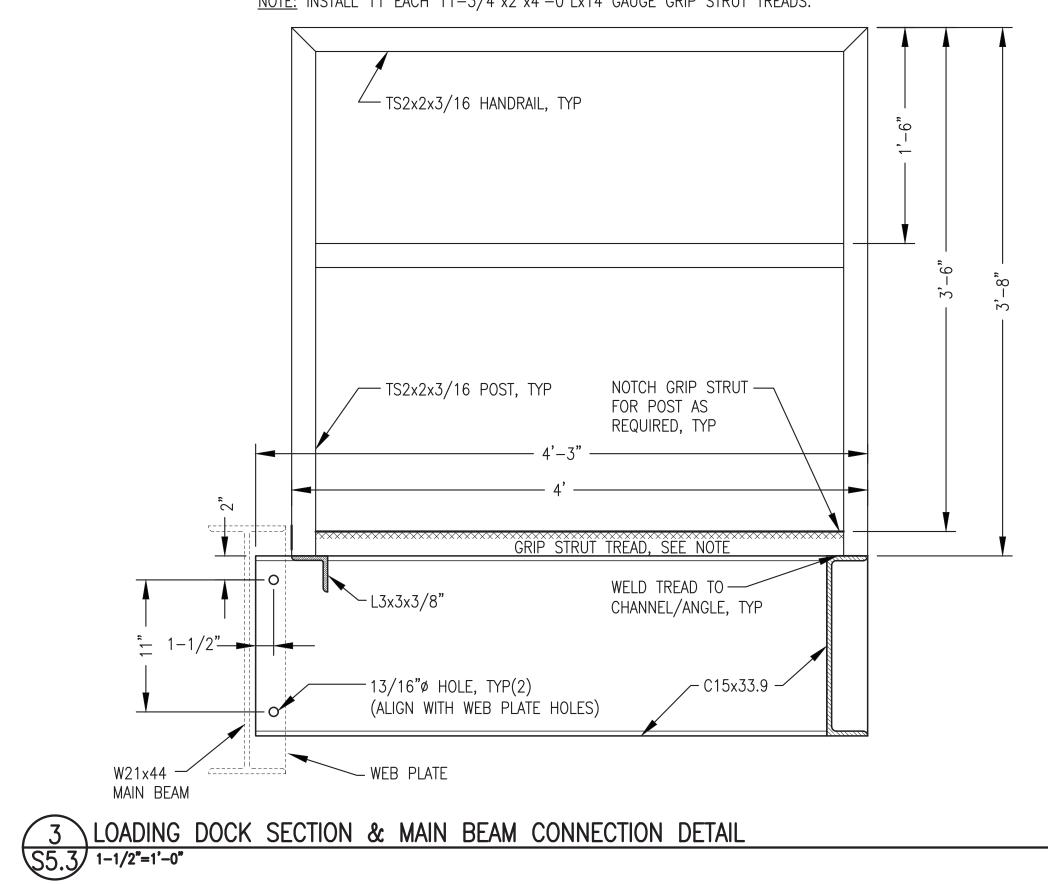
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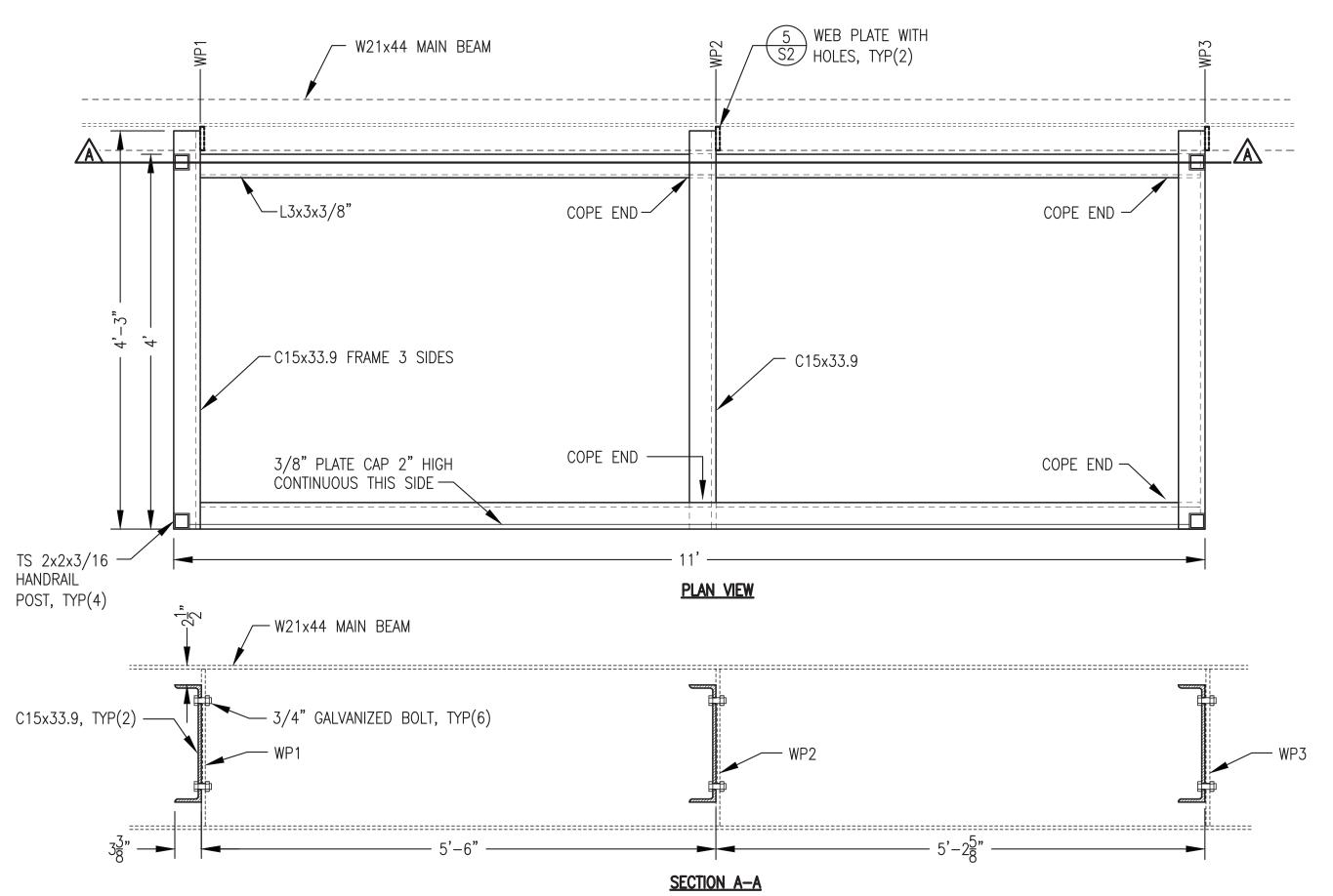
\$5.2





LOADING DOCK ELEVATION





2 LOADING DOCK BASE FRAMING PLAN & SECTION

\$5.3 1"=1'-0"

ISSUED FOR MARCH 2023



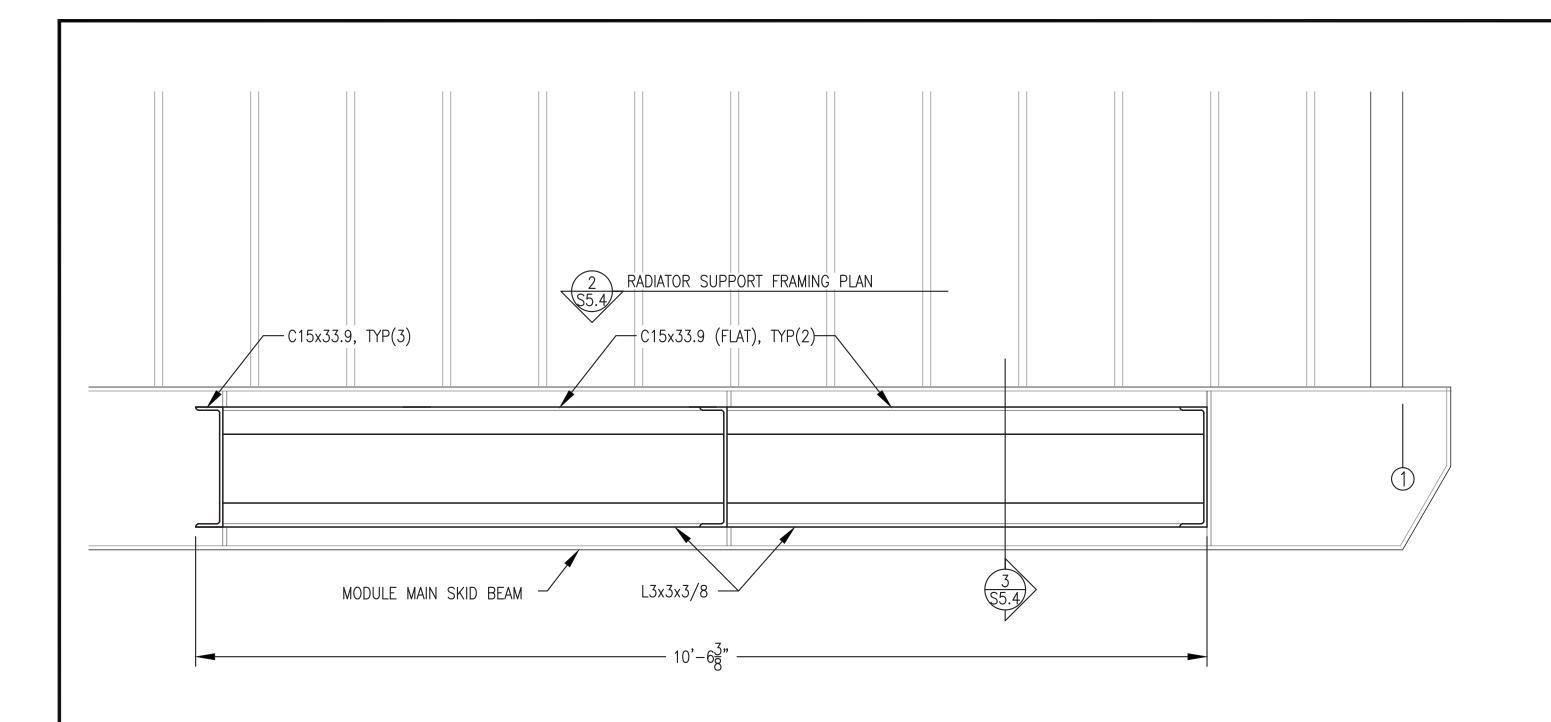
NELSON LAGOON POWER SYSTEM UPGRADE

LOADING DOCK FABRICATION DETAILS

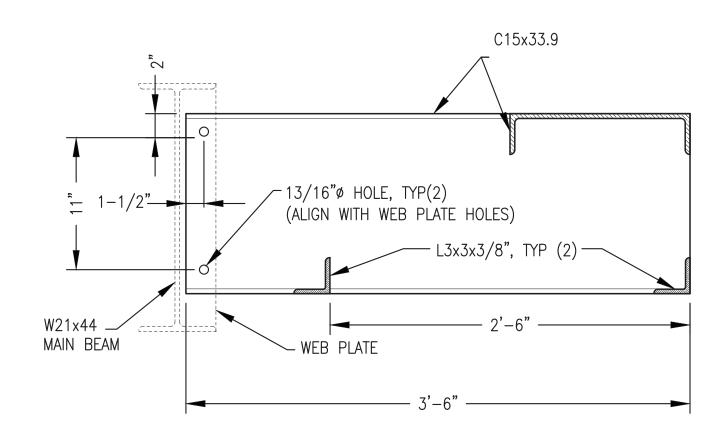
Gray

SCALE: AS NOTED DRAWN BY: JTD DESIGNED BY: DGT/BCG DATE: 3/2/23 FILE NAME: NELS PP S1-S5 SHEET: S5.3 P.O. 111405, Anchorage, AK 99511 (907)349-0100

CONSTRUCTION PROJECT:

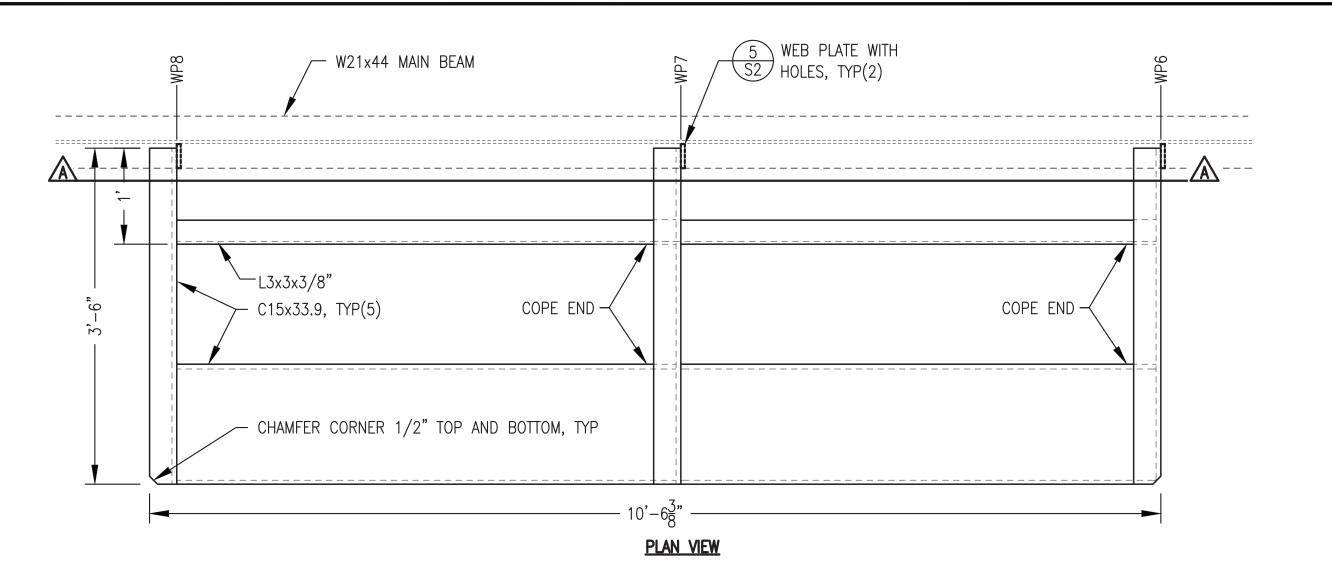


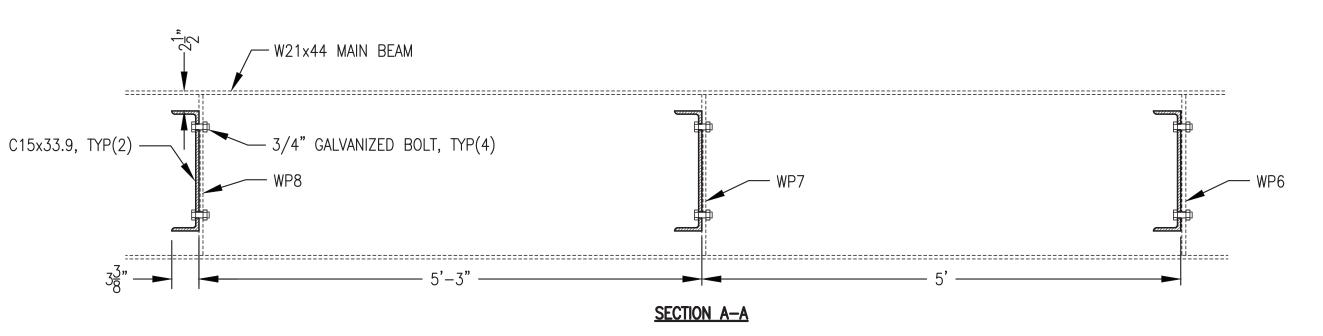




RADIATOR SUPPORT SECTION & MAIN BEAM CONNECTION DETAIL

\$5.4 1-1/2"=1'-0"





2 RADIATOR SUPPORT FRAMING PLAN & SECTION S5.4 1"=1'-0"

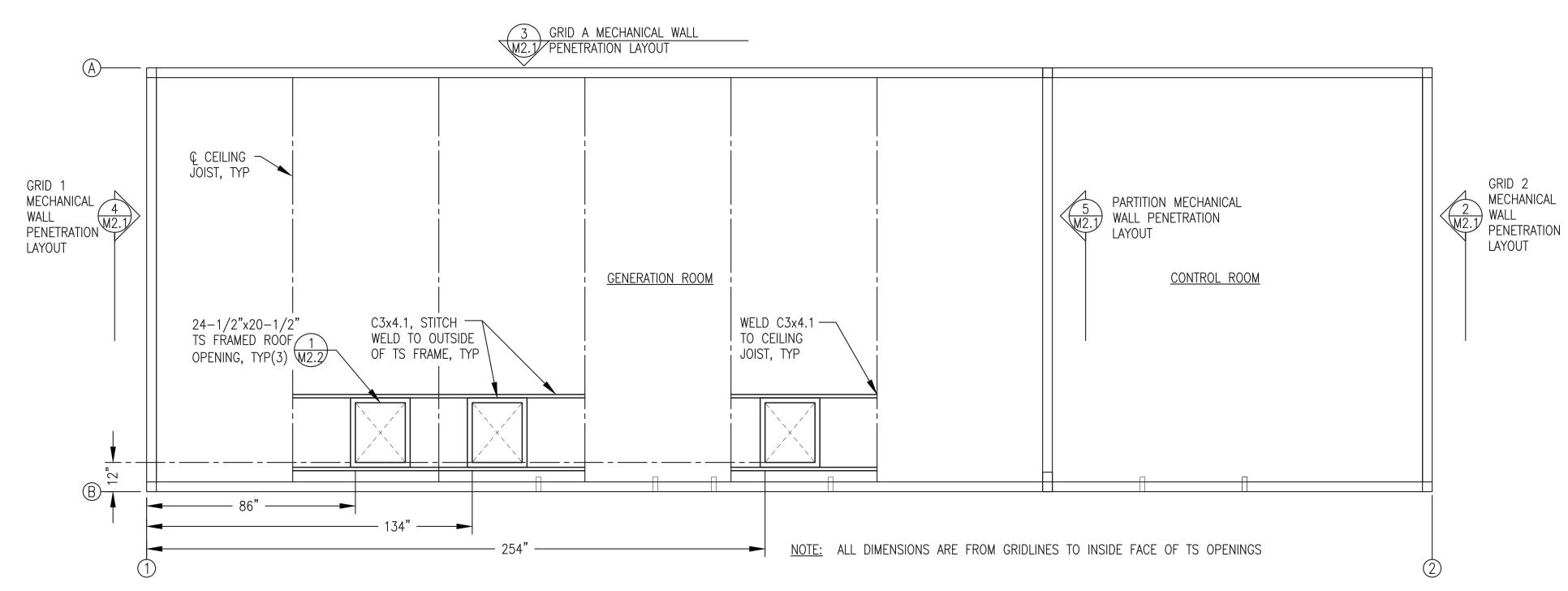




NELSON LAGOON POWER SYSTEM UPGRADE

RADIATOR SUPPORT FABRICATION DETAILS

Gray	DRAWN BY: JTD	SCALE: AS NOTED
	DESIGNED BY: DGT/BCG	DATE: 3/2/23
Engineering, Inc.	FILE NAME: NELS PP S1-S5	SHEET:
	PROJECT NUMBER:	55.4

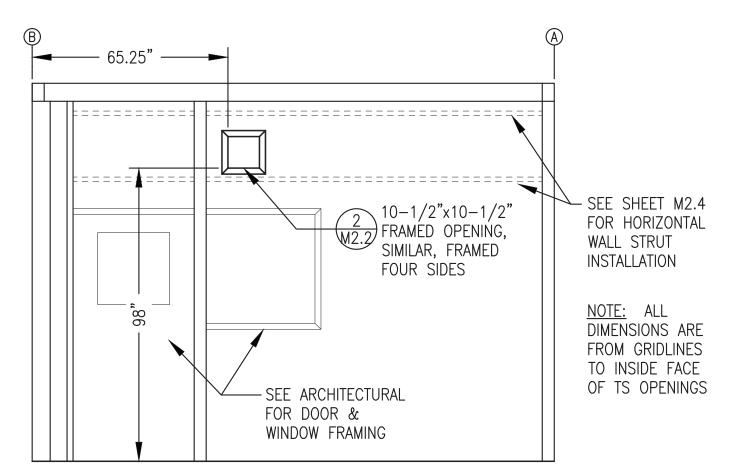


\MECHANICAL PENETRATION LAYOUT & ROOF PLAN M2.1 3/8"=1'-0"

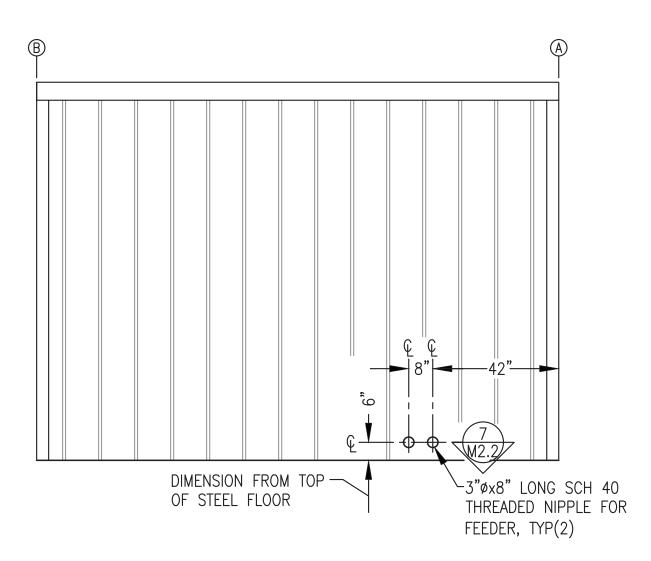
> CÖNTRÖL RÖOM 20-1/2"x20-1/2" FRAMED 4
> OPENING WITH EXHAUST PIPE 4
> M2.2 4"øx4" LONG SCH 40 PIPE | VENT HOOD, TYP(2) SUPPORT INSIDE, TYP(3) RADIATOR PIPING TYP(2) GENERATION ROOM 81, NOTE: ALL DIMENSIONS ARE FROM GRIDLINES TO INSIDE FACE OF TS OPENINGS

GRID A MECHANICAL WALL PENETRATION LAYOUT — EXTERIOR ELEVATION

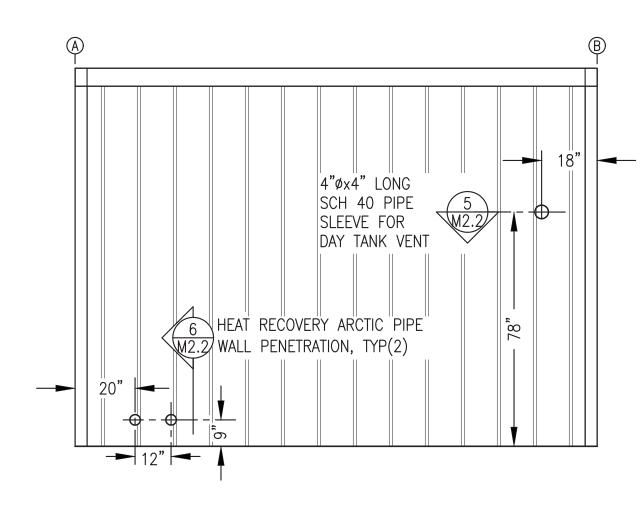
M2.1 3/8"=1'-0"



5 PARTITION MECHANICAL WALL PENETRATION LAYOUT - INTERIOR ELEVATION M2.1 3/8"=1'-0"

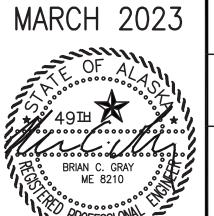


`\GRID 2 MECHANICAL WALL PENETRATION LAYOUT — EXTERIOR ELEVATION 2 GRID 2 M2.1 3/8"=1'-0"



4 GRID 1 MECHANICAL WALL PENETRATION LAYOUT — EXTERIOR ELEVATION M2.1 3/8"=1'-0"





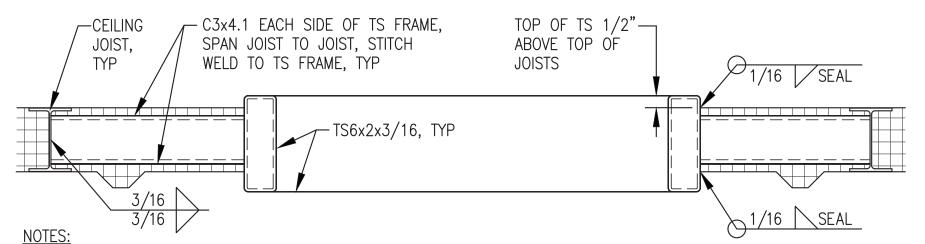


NELSON LAGOON POWER SYSTEM UPGRADE

TITLE: MECHANICAL PENETRATIONS PLAN, **ELEVATIONS & DETAILS**

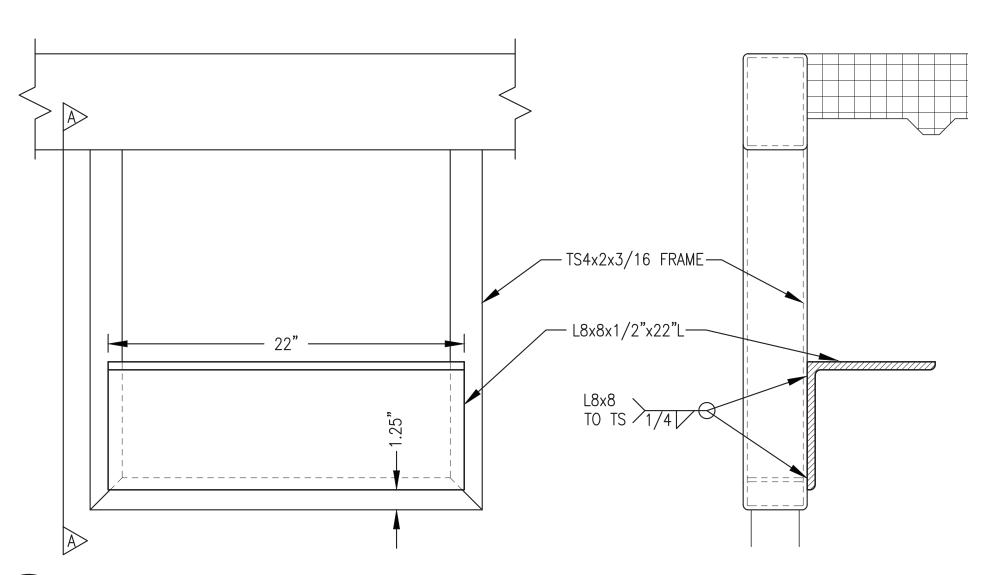


RAWN BY: JTD	SCALE: AS NOTED
ESIGNED BY: BCG	DATE: 3/30/23
ILE NAME: NELS PP M2-M7	SHEET:
ROJECT NUMBER:	M2.1

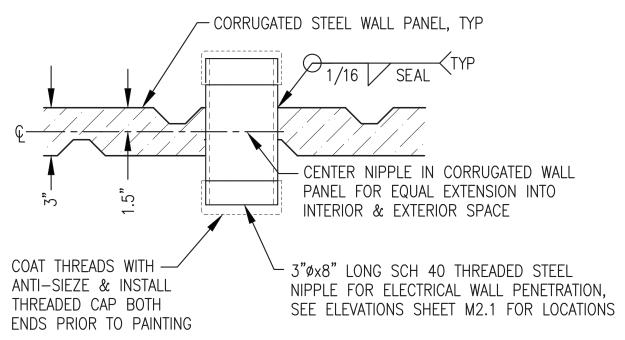


- 1) FABRICATE FRAMED OPENING WITH MITERED CORNERS AND FULL PENETRATION GROOVE WELDS.
- 2) FABRICATE TO FINISHED INSIDE (CLEAR) DIMENSIONS INDICATED ON PLANS.
- 3) GRIND OUT INSIDE OF MITERED CORNERS TO PROVIDE FULL CLEAR OPENING.

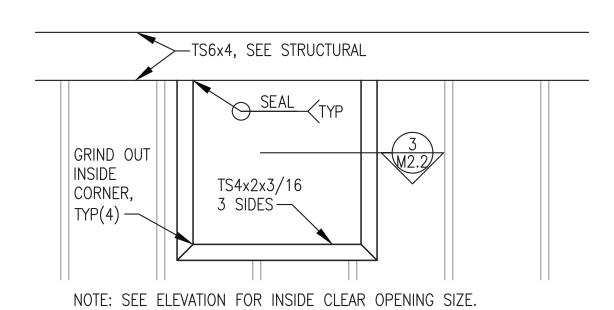




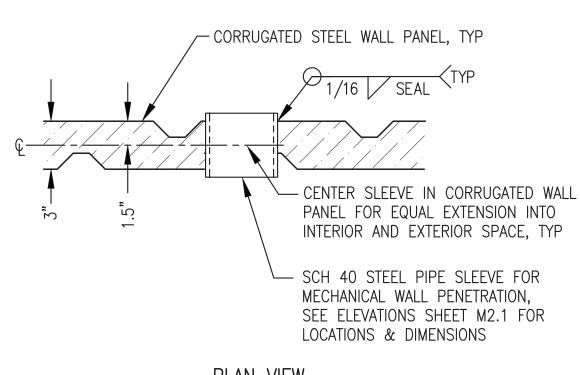




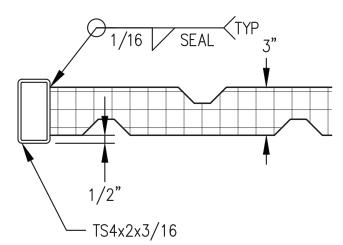
7 TYPICAL ELECTRIC POWER FEEDER CONDUCTOR WALL PENETRATION







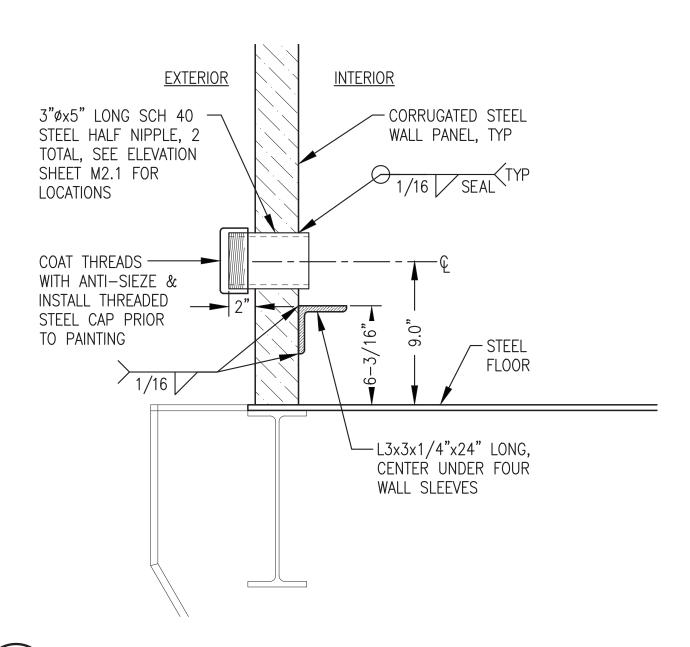
5 TYPICAL WALL PENETRATION PIPE SLEEVE



NOTES:

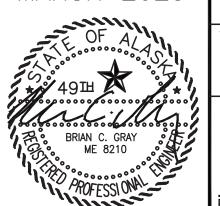
- 1) FABRICATE FRAMED OPENING WITH MITERED CORNERS AND FULL PENETRATION GROOVE WELDS.
- 2) FABRICATE TO FINISHED INSIDE (CLEAR) DIMENSIONS INDICATED ON ELEVATIONS.
- 3) GRIND OUT INSIDE OF MITERED CORNERS TO PROVIDE FULL CLEAR OPENING.

TYPICAL SECTION THROUGH WALL OPENING W2.2 2"=1'-0"



6 TYPICAL HEAT RECOVERY ARCTIC PIPE WALL PENETRATION





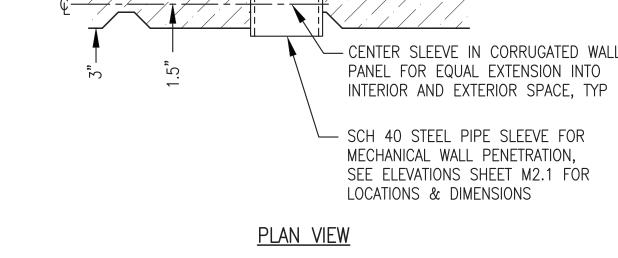


NELSON LAGOON POWER SYSTEM UPGRADE

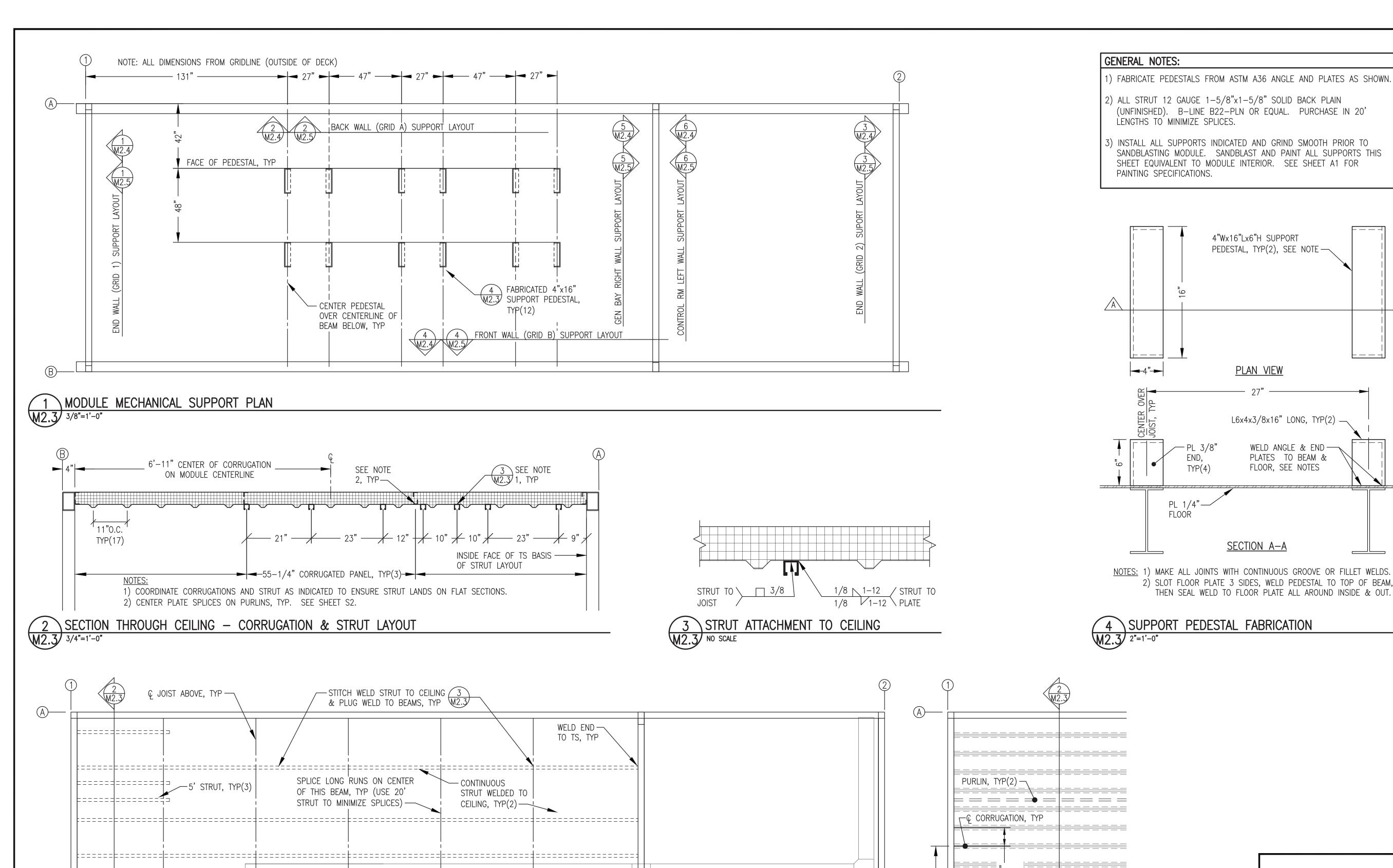
MECHANICAL PENETRATION DETAILS



RAWN BY: JTD	SCALE: AS NOTED
ESIGNED BY: BCG	DATE: 3/30/23
LE NAME: NELS PP M2-M7	SHEET:
ROJECT NUMBER:	M2.2



PLAN VIEW



-24-1/2"x20-1/2" FINISHED ROOF

OPENING, TYP(3),

SEE SHEET M2.1

TS 6x4x1/4
ALL AROUND

CEILING MOUNTED STRUT LAYOUT

─WELD END

M2.3 3/8"=1'-0"

TO TS, TYP

CEILING STRUT SUPPORT LAYOUT PLAN

ISSUED FOR MODULE FABRICATION MARCH 2023

BRIAN C. GRAY ME 8210

CEILING PLATE CORRUGATION LAYOUT

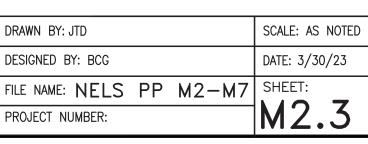


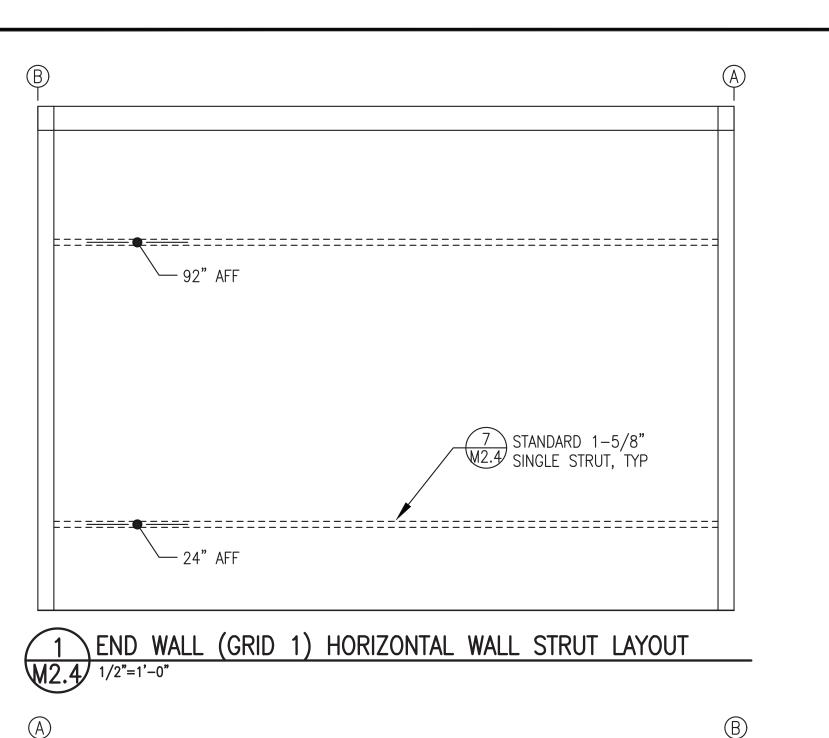
NELSON LAGOON POWER SYSTEM UPGRADE

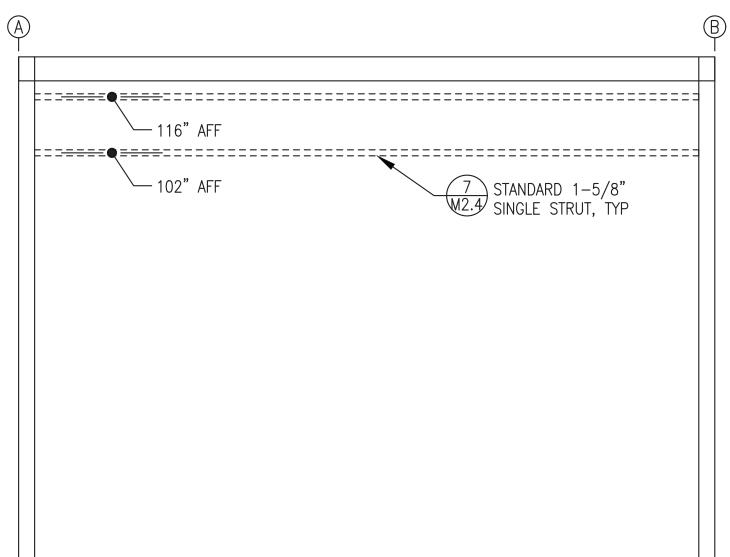
MEESON EAGOON TOWER STSTEM OF OR

MECHANICAL SUPPORT PLANS & DETAILS

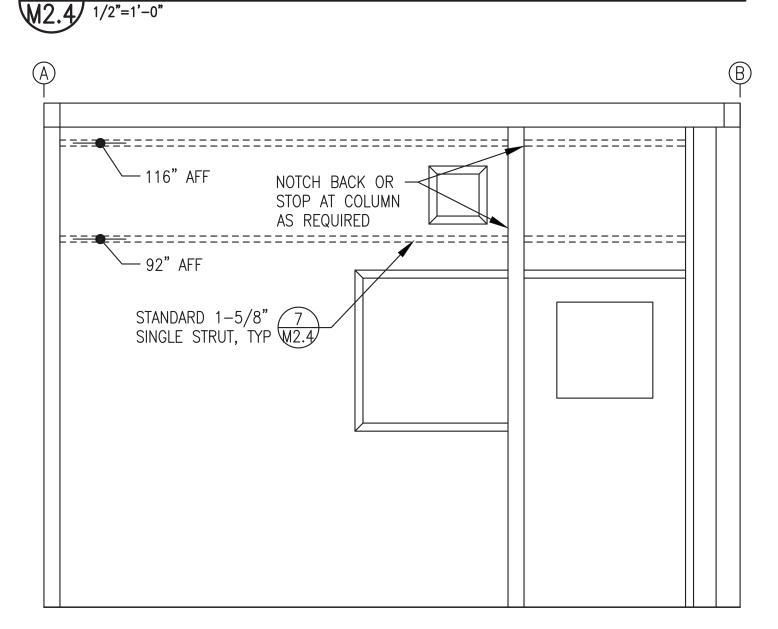




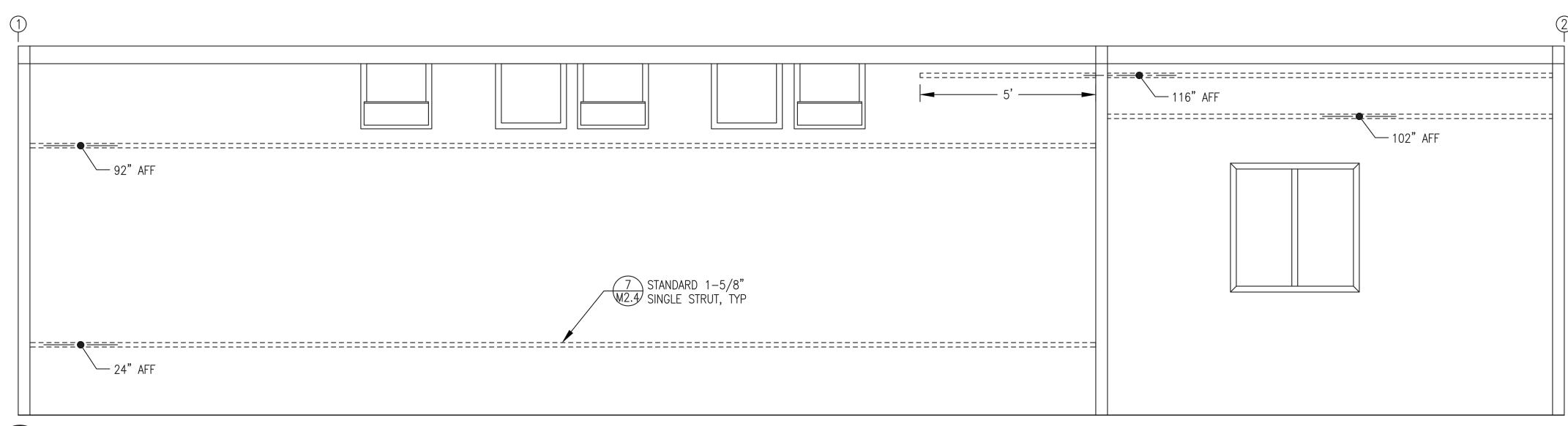




3 END WALL (GRID 2) HORIZONTAL WALL STRUT LAYOUT

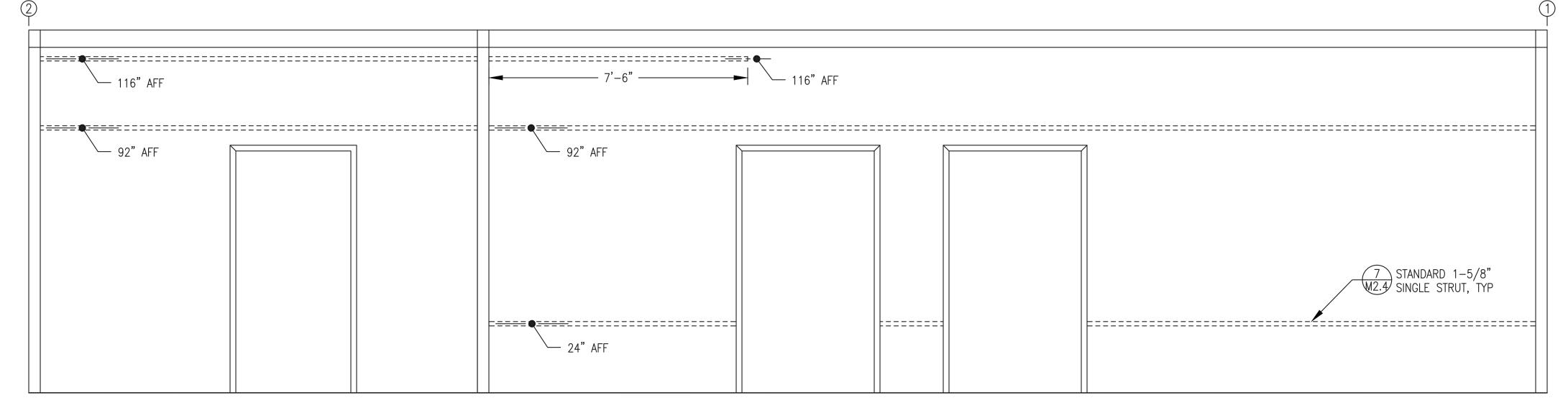


5 GEN BAY RIGHT WALL HORIZONTAL WALL STRUT LAYOUT M2.4 1/2"=1'-0"

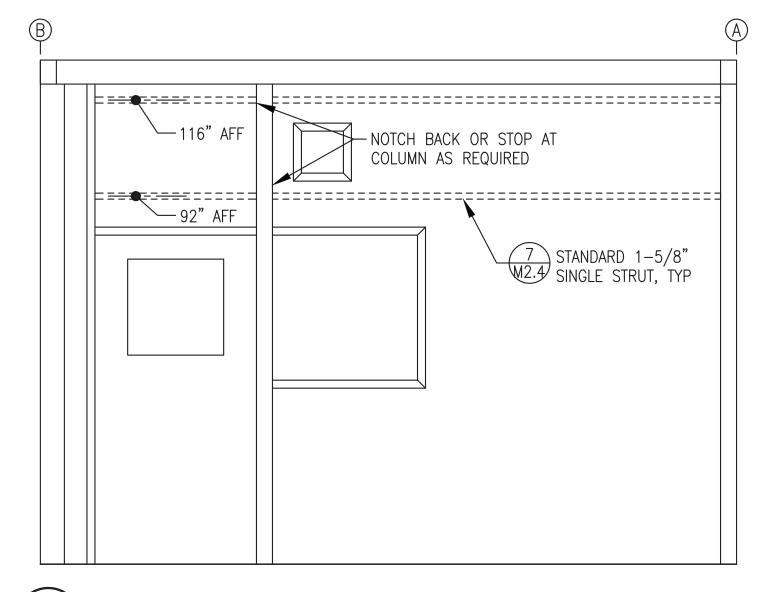


BACK WALL (GRID A) HORIZONTAL WALL STRUT LAYOUT

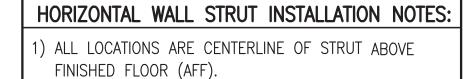
M2.4 1/2"=1'-0"



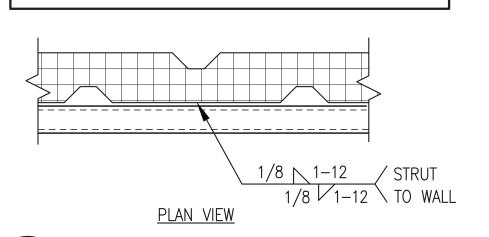
FRONT WALL (GRID B) HORIZONTAL WALL STRUT LAYOUT



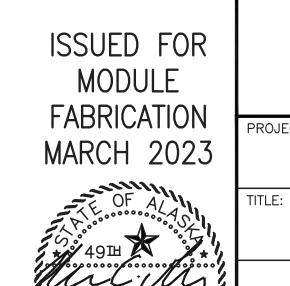
6 CONTROL ROOM LEFT WALL HORIZONTAL WALL STRUT LAYOUT
1/2"=1'-0"



- 2) ALL STRUT SHALL BE 12 GAUGE, 1-5/8" x 1-5/8", PLAIN (UN-FINISHED BLACK) WITH SOLID BACK, B-LINE B22-PLN OR EQUAL.
- 3) PRIOR TO PAINTING MODULE, WELD ALL HORIZONTAL STRUT SECTIONS TO WALLS AS SHOWN. SANDBLAST AND PAINT STRUT WITH MODULE INTERIOR WALLS. SEE SHEET A1 FOR PAINTING SPECIFICATIONS.



7 HORIZONTAL WALL STRUT ATTACHMENT M2.4 NO SCALE





NELSON LAGOON POWER SYSTEM UPGRADE

MECHANICAL SUPPORT
HORIZONTAL WALL STRUT INSTALLATION



	DRAWN BY: JTD	SCALE: AS NOTED
	DESIGNED BY: BCG	DATE: 3/30/23
	FILE NAME: NELS PP M2-M7	SHEET:
	PROJECT NUMBER:	M2.4